

# निविदा आमंत्रण सूचना

## दीनदयाल पत्तन प्राधिकरण

मैकेनिकल इंजीनियरिंग विभाग  
निविदा संख्या: **MS/WK/4056-I**

अधिशाली अभियंता (यांत्रिकी), दीनदयाल पत्तन प्राधिकरण, (फोन 02836-220636) "डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के काम के लिए व्यापक संचालन और रखरखाव के साथ-साथ पांच साल की अवधि के लिए 02 नंबर कॉलम प्रकार के लिए ऑनलाइन सिस्टम में निविदा आमंत्रित करता है। दीनदयाल पत्तन प्राधिकरण के ऑयल जेटी नंबर 07 और 08 पर वेसल एक्सेस टेलिस्कोपिक गैंगवे सिस्टम" जिसकी अनुमानित लागत 22,83,26,628/- रुपये है .

ई.एम.डी. 22,83,266/- रुपये है/-

निविदा शुल्क : - 10000 + GST (18%) = रु. 11,800/- रुपये है

निविदा दस्तावेज वेबसाइट <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> और <http://eprocure.gov.in> पर 02/01/2023 को 1400 बजे तक उपलब्ध रहेंगे और उसी को डाउनलोड किया जा सकता है और निविदा दस्तावेजों के रूप में उपयोग किया जा सकता है। केवल वेबसाइट <https://kpt.nprocure.com> पर ई-निविदा जमा करने की अंतिम तिथि और समय 02/01/2023 को 1500 बजे है। प्रारंभिक और तकनीकी बोली खोलने की तिथि और समय 02/01/2023 को 1530 बजे है। शुद्धिपत्र, यदि कोई हो, केवल वेबसाइटों पर डाला जाएगा।

बंदरगाह कार्यालय:

दीनदयाल पत्तन प्राधिकरण

मुख्य यांत्रिक अभियंता संपर्क कार्यालय,

पहली मंजिल ए.ओ. बिल्डिंग

गांधीधाम – 370210, कच्छ- गुजरात

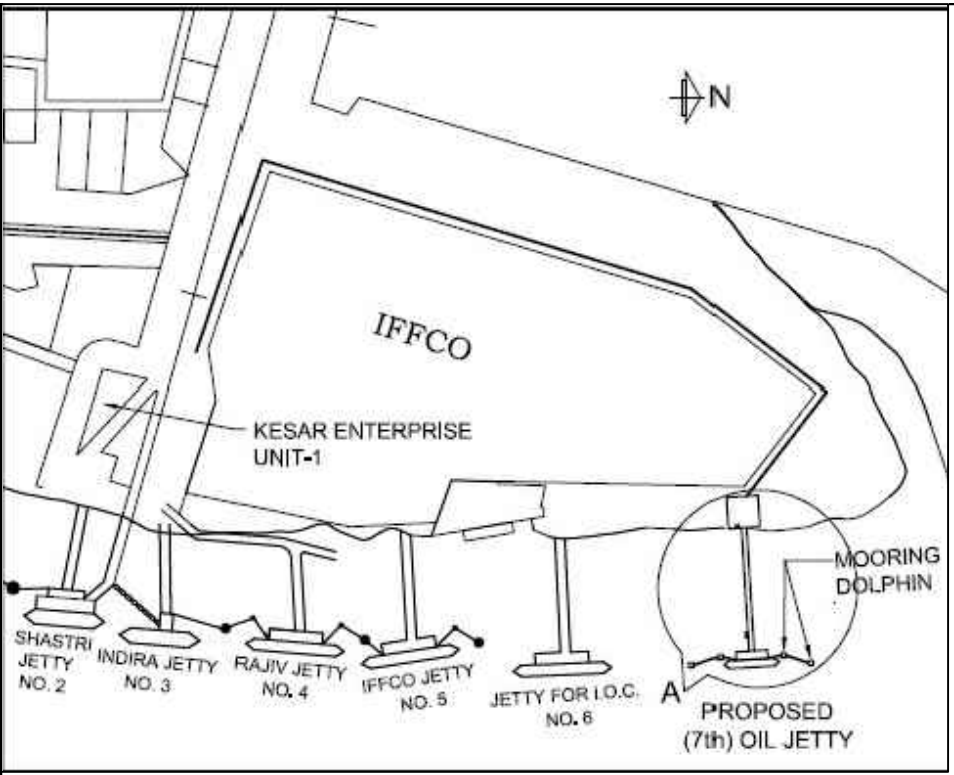
ईमेल :- [mechprojects.dpt@gmail.com](mailto:mechprojects.dpt@gmail.com)

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फोन: + 91-2836-270484, 220636

फैक्स: +91-2836-220636

मोबाइल नंबर: 7008451510/9377201085



	1	20.03.20	GORA	REVISED AS PER DPT COMMENTS
	0	12.10.18	GORA	INITIAL SUBMISSION
REVISION	REV.NO	DATE	REVISED BY	DESCRIPTION

## PROPOSED OIL JETTY NO.7 AT KANDLA PORT

GENERAL ARRANGED DRAWING FOR LAYOUT OF OIL JETTY NO.7

CONSULTANT :

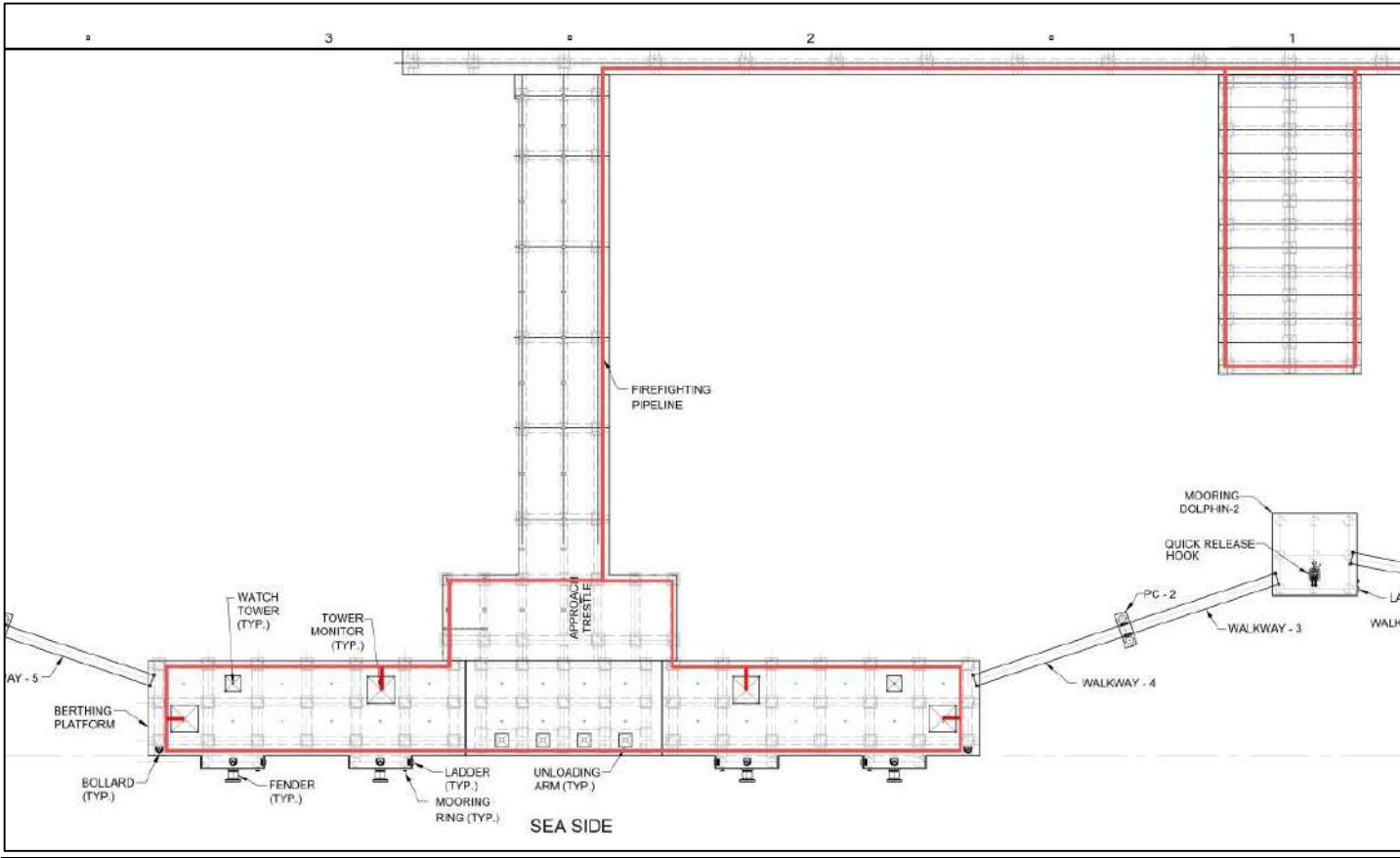
  
**aarvee associates**  
architects engineers & consultants pvt.ltd.

Ravula Residency, Singarai Colony Main Rd., Hyderabad-82, India  
Tel: +91 -40-93737633; Fax: +91 -40-93736277  
e-mail: railways@aarvee.net; web: www.aarvee.net



DRG. No. : AA/1950/KPT/GAD/R1		SHEET No. 1 OF 1	DRAWN BY : GORA
SCALE : AS SHOWN	ISSUED Dt : 20.03.2020	SHEET SIZE : A1	CHECKED BY : MV/SRR

Layout Plan of Oil Jetty -8





## Location of Oil Jetty No. 07 & 08 at Kandla



# DEENDAYAL PORT AUTHORITY

**Mechanical Engineering Department**

**Short Notice Tender No.: MS/WK/4056-I**



## **TENDER DOCUMENTS**

**Tender for** - “Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA”

## **VOLUME-I**

**December' 2022**

**OFFICE ADDRESS:**

Deendayal Port Authority  
CME Liaison Office  
1<sup>st</sup> Floor A.O Building  
Gandhidham – 370210  
Kutch – Gujarat  
Email :- [cmedpt@gmail.com](mailto:cmedpt@gmail.com)  
[mechprojects.dpt@gmail.com](mailto:mechprojects.dpt@gmail.com)

Phone: + 91-2836-270484, 220636  
Fax: + 91-2836-220636

## **NOTICE INVITING TENDER**

### **DEENDAYAL PORT AUTHORITY**

MECHANICAL ENGINEERING DEPARTMENT

TENDER NO: MS/WK/4056-I

SE(M)., DPA, (Phone 02836-220636) invites Tender in online system for the work of "Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA" at an estimated cost of Rs. 22,83,26,628/-.

**EMD is** Rs. 22,83,266/-

**Tender Fee is:-** Rs. 10000 + GST (18%) = Rs. 11,800/-

The tender documents will be available on the websites <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> and <http://eprocure.gov.in> upto **02/01/2023 at 1400 hrs.** and the same can be downloaded and used as tender documents. Last date and time of submission of e-tender only on website <https://kpt.nprocure.com> is **02/01/2023 at 1500 hrs.** Date and time for opening of Preliminary and Technical bid is **02/01/2023 at 15.30 hrs.** Corrigendum, if any, will be placed on websites only.

**SE(M)**

**Deendayal Port Authority**

PORT OFFICE:

DEENDAYAL PORT AUTHORITY

CME Liaison Office,

1<sup>st</sup> Floor A.O Building

Gandhidham – 370210

Kutch – Gujarat

Email :- [mechprojects.dpt@gmail.com](mailto:mechprojects.dpt@gmail.com)

[cmedpt@gmail.com](mailto:cmedpt@gmail.com)

Phone: + 91-2836-270484, 220636

Fax: + 91-2836-220636

Mobile Nos.: 7008451510/ 9377201085

## **NOTICE INVITING ON LINE TENDER**

Details about tender:

<b>Department Name</b>	Mechanical Engineering Department
<b>Circle/ Division</b>	Circle Division
<b>Tender Notice No.</b>	MS/WK/4056-I
<b>Name of Project</b>	Complete Column Type Vessel access telescopic gangway system for Oil Jetty No. 07 & 08
<b>Name of Work</b>	"Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA"
<b>Estimated Contract Value (INR)</b>	<b>Rs. 22,83,26,628/-</b>
<b>Period of Completion (in Months)</b>	The DSITC scheme to be completed in Nine months (at each site/ jetty) from the date of award. Operation & maintenance for the period of 60 months of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA after date of successful commissioning at each jetty.
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	Second
<b>Tender Currency Type</b>	Single Currency
<b>Tender Currency Settings :</b>	Indian Rupee (INR)
<b>Qualifying Criteria :</b>	<p><b>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</b></p> <p>The Bidders shall fulfil the following pre- qualification criteria:</p> <p><b>i. Financial Capacity:</b></p> <p>a) Average Annual financial turnover during the last 3 years, ending 31st March of previous financial year, should be at least Rs. 5.30 Crores as certified by chartered accountant.</p> <p><b>ii. Technical Experience:</b></p> <p>Experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following: -</p> <p>i) Three similar completed works, each costing not less than the amount equal to Rs. 7.07 Crores, or,</p> <p>ii) Two similar completed works, each costing not less than the amount equal to Rs. 8.84 Crores, or,</p>

	<p>iii) One similar completed work costing not less than the amount equal to Rs. 14.14 Crores.</p> <p>“Similar Works” means, the bidder shall have experience of Design, Supply, installation, testing, commissioning, with/ without Operation &amp; Maintenance, of column/ telescopic/ marine/ vessel access gangway system at Ports/ Petrochemical Refineries/ Oil Refineries, in any Govt./ Semi-Govt./ PSUs/ Reputed private organizations.</p> <p><b>Note:</b></p> <p>(1) In case the similar work has been executed for any private body in India, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. TDS certificate in case of Foreign OEM &amp; its credentials for PQC shall not be applicable. In this regard a certificate from a Chartered Accountant (CA) as per Note No. (3) of Cl. 2.1 of Sec-III &amp; NIT in Vol-I of Tender documents, shall fulfill the requirement.</p> <p>(2) If the Bidder is submitting bids with the credentials of OEM (Foreign/ Indian), the OEM's (Original Equipment Manufacturer) technical and financial eligibility along with the financial eligibility of the bidder as per the Pre-Qualification Criteria (PQC) of tender documents will be considered for evaluation purpose of bid on production of necessary Manufacturer's Authorization letter from OEM.</p> <p>(3) Either One Authorized Agency of OEM, 'or' OEM itself can bid, but both cannot bid simultaneously for the tender. OEM shall authorise only one Indian agency for bidding in the tender as per the given format in the tender. The INR conversion value of the foreign experience credentials for the Bidder who is submitting credentials of OEM will be considered as per the RBI exchange rates of the date of Completion of the work and, financial eligibility in INR to be certified by a Chartered Accountant (CA) on its letter head.</p> <p>(4) The foreign OEM / bidder bidding behalf of foreign OEM shall comply with the conditions, at Appendix-1 of Volume -I of the tender documents.</p> <p>(5) The bidder should have legally enforceable undertaking jointly executed by himself and OEM of the gangway for satisfactory SITC and O&amp;M work including all obligations as per technical specifications scope, general &amp; special conditions of the contract.</p>
<b>Joint Venture</b>	Applicable. Please see the details of the clause in the tender.



<b>Rebate</b>	<b>Not Applicable</b>
<b>Bid Document Fee</b>	Rs. 10000 + GST (18%) = Rs. 11,800/- (In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid & relevant certificate related to marine infra/ marine structures/ marine equipment's).
<b>Bid Document Fee Payable To:</b>	<b>FA &amp; CAO, Deendayal Port Authority, Gandhidham</b>
<b>Bid Security/ EMD (INR) :</b>	Rs. 22,83,266/-
<b>Bid Security/ EMD (INR) In Favour Of :</b>	<b>FA &amp; CAO, Deendayal Port Authority, Gandhidham</b>
<b>Bid Document Downloading Start Date</b>	<b>13/12/2022</b>
<b>Bid Document Downloading End Date</b>	<b>02/01/2023</b>
<b>Date &amp; Place of Pre Bid Meeting</b>	<b>-Not Applicable-</b>
<b>Last Date &amp; Time for Receipt of Bids</b>	<b>02/01/2023 upto 15:00 Hrs.</b>
<b>Bid Validity Period</b>	<b>120 Days</b>
<b>Condition</b>	(Demand Draft/Banker's Cheque/Pay order for Tender Fee & Bank Guarantee (issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham) /Demand Draft/Banker's Cheque/Pay order for EMD shall be submitted in Electronic Format through on line (by scanning) while uploading the bid. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid & relevant certificate related to marine infra/ marine structures/ marine equipments. Accordingly, offer of those bidders shall only be opened whose Tender Fee and Bid security i.e. EMD is received Electronically in the preliminary bid. However, for the purpose of realization, bidder shall send the same in original to SE(M) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the SE(M), Deendayal Port Authority, A.O. Building, within 07 days from the last date of

	opening without fail.
<b>Remarks</b>	Submission of tender fees & Bid security i.e. EMD and other documents in physical format during office hours within seven (7) days from the date of opening of tender by hand/courier/ RPAD/Speed post in the office of CME, 1st floor, CME Liaison office, A.O. Building, Gandhidham (Kutch) – 370 201. Phone No.: 02836-220636/ 270484.
<b>Bid Opening Date</b>	Technical Bid will be opened on 02/01/2023@1540 hrs. The date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
<b>Documents required to be submitted by scanning through online</b>	<p>a. Tender fee of Rs 11800/- in the form of DD/BC/PO. &amp; EMD of Rs. 22,83,266/- in the form of BG (issued from Nationalized/ Scheduled bank (except co-operative banks) / DD/BC/PO. (In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid &amp; relevant certificate related to marine infra/ marine structures/ marine equipment's.)</p> <p>b. Documents required under clause no. 2.2 of Section-III. For the purpose of realization, the bidder shall send the <b><u>all above documents in original/attested copies to SE(M), DPA Within 7 days from the last date of opening of preliminary bid</u></b> through post or by hand, without fail.</p>
<b>Officer- Inviting Bids:</b>	SE(M)
<b>Bid Opening Authority :</b>	SE(M)
<b>Address:</b>	SE(M) Deendayal Port Authority CME Liaison Office 1 <sup>st</sup> Floor A.O Building Gandhidham – 370210 Kutch – Gujarat Phone No.: 02836-220636/ 270484
<b>Explanatory Notes for Joint-Venture:</b> <ol style="list-style-type: none"> <li>In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.</li> <li>Lead partner should have executed at least one similar work costing Rs. 7.07 Crores as per Minimum Eligibility Criteria.</li> <li>The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.</li> <li>In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</li> </ol>	

**NOTE:**

**In case, bidders need any clarifications or if training is required to participate in online**

**Tenders, they can contact (n) Procure Support team at following address: -**

(n) Code Solutions-A division of GNFC Ltd.,

(n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

**Contact Details:**

**Airtel:** +91-79-40007501, 40007512, 40007516, 40007517, 40007525

**BSNL:** +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

**Reliance:** +91-79-30181689 Fax: +91-79-26857321, 40007533

**E-mail:** [nprocure@gnfc.net](mailto:nprocure@gnfc.net)

**TOLL FREE NUMBER:** 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

**SE(M)**  
**Deendayal Port Authority**

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## **PART-I, SECTION-I. Instructions to Tenderers (ITT)**

### **A. General**

#### **1. Scope of Tender**

- 1.1 The Employer/Port indicated in the Tendering Information Sheet (TIS), issues these Tendering Documents for the work of "Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA" as specified in Section V, Schedule of Requirements.
- 1.2 Throughout these Tendering Documents:
- (a) The term "in writing" means communicated in written form by printed and/or neatly typed on computer. Communication means message received by the Employer or received from Employer by mail, e-mail, fax, telex, courier, post with proof of receipt/ delivery;
  - (b) If the context so requires, "singular" means "plural" and vice versa; and
  - (c) "day" means calendar day.
  - (d) "Procurement" means the entire scope of work as specified in Section V, Schedule of Requirement.
  - (e) The successful bidder will be expected to complete the works by the intended completion period.

#### **2. Name of Procurement**

- 2.1 The Title and Brief Description of Scope of work as Specified in TIS.

#### **3. Fraud and Corruption**

- 3.1 The Employer/Port, Tenderers, Contractors and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer/ Port:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in execution;

- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
  - (iii) "Collusive practice" a scheme or arrangement between two or more Tenderers designed to establish tender's prices at artificial, noncompetitive level; and
  - (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award, if it determines that, the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
  - (c) will terminate contract if it determines at any time that representatives of the Employer/Port engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract;
  - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or in executing a contract and;
  - (e) will have the right to require that a provision be included in Tendering Documents and in contracts, requiring Tenderers, Contractors and contractors and consultants to permit the Employer to inspect their accounts and records and their documents relating to the Tender submission and contract performance.
- 3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

#### **4. Eligible Tenderers:**

Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion as mentioned of "Similar Works" only shall be considered for evaluation of eligibility criteria.

- 4.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.

- 4.2 All bidders shall fill the forms provided in Section – IV- Tendering Forms.
- 4.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.
- 4.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

## **5. Eligible Equipment/Goods & Related Services:**

- 5.1 All the Equipment's and related services to be supplied under the contract as specified under section V, Schedule of Requirements.

For purpose of this clause, the term Goods Means Column Type Vessel access telescopic gangway for Oil Jetty No. 07 and 08 which includes commodities, machinery, equipment and industrial plants; and "related services" includes services such as insurance, installation, Operation and Maintenance as specified in Section V, Schedule of Requirements.

## **B. Contents of Tendering Documents:**

### **6. Sections of Tendering Documents**

- 6.1 The Tendering Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITT Clause 8.

### **PART 1 Tendering Procedures**

Section I. Instruction to Tenderers (ITT)  
 Section II. Tender information Sheet (TIS)  
 Section III. Evaluation and Qualification Criteria.  
 Section IV. Tendering Forms

### **PART 2 Supply Requirements**

Section V. Schedule of Requirements

### **PART 3 Contract**

Section VI. General Conditions of Contract (GCC)  
 Section VII. Special Conditions of Contract (SCC)  
 Section VIII. Contract Forms

- 6.1.2 The complete Tender Documents (except drawings) may be downloaded from the Port's web site as specified in TIS. Such downloaded documents

shall be considered valid for participating in the Tender process. Demand Draft (DD)/Bankers' Cheque (BC)/Pay Order (PO) for Tender Fee shall be submitted in Electronic Format only through online mode (by scanning) while uploading the bid. This submission shall mean that Bid Security/EMD and tender fee are received. Accordingly, offer of those bidders shall only be opened whose Bid Security/EMD & Tender Fee is received Electronically.

Submission of Bid Security/EMD, tender fees and other documents during office hours: from xx/xx/2023 to xx/xx/2023 by hand/courier/RPAD/Speed post in the Deendayal Port Authority, P.O. Box No. 50, First Floor, CME, Liaison office A.O. Building, Gandhidham, Kutch, Gujarat-370201 Phone: 02836-220636, Mobile: +91-7008451510/9377201085.

- 6.2 The Notice Inviting Tender (NIT) issued by the Employer forms part of the Tendering Documents.
- 6.3 The Employer shall make his all-out efforts to ensure the correctness of Documents available on the Website. However, the Employer is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from the websites.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.
- 6.5 The Tender Documents (along with drawings, if any) are available with the office of the Employer as specified in Tender Information Form for sale as specified in TIS.
- 6.6 At the time of submission of (the hard copy of) the tender document along with all required documents, the tenderer shall give an undertaking that no change have been made in document. If any, discrepancy is noticed at any stage between the Port's tender document uploaded on websites and the one submitted by the tenderer, the conditions mentioned in the port's printed documents shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## **7. Clarification of Tendering Documents**

- 7.1 A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the Employer in writing at the Employers address specified in the TIS. The Employer will respond in writing to any request for clarification, provided that such request is received not later than prior to



the date of pre-bid meeting. As specified in TIS, Employer will conduct the Pre-bid meeting and the prospective Tenderers may attend the Pre-bid meeting. Employer shall issue clarification during the meeting. The Employer shall upload the clarification on websites: <http://www.deendayalport.gov.in> as well as <https://www.kpt.nprocure.com> & <http://www.eprocure.gov.in>, without identifying its source. Should the Employer deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedures under ITT Clause 8 and ITT sub Clause 24.2. However, the Minutes of Meeting/Clarification/Addenda shall be posted on the websites only.

- 7.2 The Tenderer shall be deemed to have thoroughly examined the General and Special Conditions of contract, Various Schedules, drawings and scope of site works and restrictions thereof. If he shall have any issue to be clarified, the same shall be brought to the notice of the Employer in writing in the pre-bid meeting as mentioned in clause 7.1 above.

## **8. Amendments of Tendering Documents**

- 8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Tendering Document and shall be hoisted on websites only.

To give respective Tenderer reasonable time in which to take addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2.

## **C. Preparation of Tenders**

### **9. Cost of Tendering**

- 9.1 The Tenderer shall bear all cost associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **10. Language of Tender**

- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language only. Supporting documents and Printed literatures that are the part of the Tender may be in another language provided, they are accompanied by an accurate translation of the relevant passages into the

English language only, in which case for purpose of interpretation of the Tender such translation shall govern. **(Modified as per TIS of Section – II)**

## 11. Document Comprising the Tender

11.1 The Tender shall comprise the following:

- (a) Form of Tender and the applicable Price Schedule in accordance with ITT Clause 12, 14 and 15.
- (b) EMD, in accordance with ITT Clause 21;
- (c) Written confirmation authorizing the signatory of the Tenderer to commit the Tender, in accordance with ITT Clause 22;
- (d) Documentary evidence in accordance with ITT Clause 16 establishing the Tenderers eligibility to Tender;
- (e) Documentary evidence in accordance with ITT Clause 17, that the Goods and related services to be supplied by the Tenderer as specified in section V, Schedule of Requirement;
- (f) Documentary evidence in accordance with ITT Clause 18 and 30, that the Goods and related services confirm to the Tendering Documents;
- (g) Documentary evidence in accordance with ITT Clause 19 establishing the Tenderers qualifications to perform the contract if its Tender is accepted; and
- (h) Any other documents required in the TIS. **(Modified as per TIS of Section – II)**

## 12. Form of Tender and Price Schedules

12.1 The Tenderer shall submit the form of tender using the form furnished in Section IV, Tendering forms. This form must be completed without any alterations to its format and no substitute shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Tenderer shall submit the online Price Schedule at <https://kpt.nprocure.com> for Goods and related Services according to Section IV, Schedule of requirements, as appropriate, using the forms furnished in Section IV, Tendering Forms.

12.3 The Tenderer shall submit duly filled in form of Tender set in accordance with ITT Clause 23, along with both Techno-Commercial and Price Covers. In the Techno-Commercial Cover, the price related clause(s) shall be left

blank and comment shall be made "Refer to the form of Tender and Price Cover".

### **13. Alternative Proposal**

13.1 Alternative proposals shall not be considered at all.

### **14. Tender Prices and Discounts**

14.1 The prices and discounts quoted by the Tenderer in the form of Tender and in the price Schedule shall confirm to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedule. If a price Schedule shows item listed but not priced their prices shall be assumed to be included in the price of other items. Items not listed in the price Schedule but specified in the Section V, Schedule of Requirements, their prices are deemed to have been in the Prices of other items.

14.3 The Price to be quoted in the Form of Tender shall be total price of the Tender, excluding any discounts offered.

14.4 The Tenderer shall quote unconditional discounts, if any and indicate the method for their application in the form of Tender.

14.5 The terms EXW, FOB, CIF, and other similar terms shall be governed by the rules prescribed in the current edition of Inco-terms, published by the International Chamber of Commerce, as specified in the TIS.

**(Modified as per TIS of Section – II)**

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The dis-aggregation of price component is required solely for the purpose of facilitating the comparison of Tenders by the Employer. This shall not in any way limit the Employer's right to contract on any other terms offered. The Tenderer may obtain transport and insurance services as specified in TIS. Prices shall be entered in the following manner:

(a) For Goods Manufactured in India:

(i) The price of the Goods quoted EXW (ex-works, ex-factory, ex ware house, ex showroom, or off-the-shelf, as applicable), excluding GST and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the Goods.

(ii) any GST and other taxes which will be payable on the Goods if

the contract is awarded to the Tenderer; and

- (iii) The price for inland transportation, insurance and other local services required to convey the Goods to their final destination (Project Site) Specified in **TIS. (Modified as per TIS of Section – II)**
- (b) For Goods manufactured outside India, to be imported:
  - (i) the price of the Goods, quoted FOB named port of loading, as specified in the TIS;
  - (ii) the price for inland transportation, insurance and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TIS;
  - (iii) in addition to the prices specified in (b) (i) above, the price of the Goods to be imported may be quoted FOB (named Port of loading) and cost of insurance and freight and Taxes and duties required to be paid in India separately till the Goods received at Project site i.e. Deendayal Port Authority, Gujarat, India;
- (c) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements;
  - (i) The price of each item comprising the Related Services (exclusive of all applicable taxes).

14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account unless otherwise specified in TIS and in accordance with GCC Clause 30.1. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT Clause 30.

## **15. Currencies of Tender**

15.1 The Tenderer shall quote in Indian Currency (INR).

15.2 (Deleted)

15.3 (Deleted)

## **16. Documents Establishing the Eligibility of the Tenderer**

16.1 To establish their eligibility in accordance with ITT Clause 4 Tenderers shall complete the form of Tender included in Section IV, Tendering Forms.

## **17. Documents establishing the eligibility of the Goods and Related**

## **Services.**

- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITT Clause 5, Tenderer shall complete the country of origin declaration in the Price Schedule Forms, included in Section IV, Tendering Forms.

## **18. Documents Establishing the Conformity of the Goods and Related Services.**

- 18.1 To establish the conformity of the Goods and Related Services to the Tendering Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards as specified in Section V, Schedule of Requirements and Volume II of tender document.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related services to the Technical specification, and if applicable, a statement of deviations and exceptions to the provision of the Schedule of Requirements.
- 18.3 The Tenderer shall also furnish a detailed list giving full particulars, including available sources and current prices of spare parts including critical parts, special tools etc. necessary for the proper and continuing functioning of the Goods during the period specified in the TIS following commencement of the use of the Goods by the Employer. **(Modified as per TIS of section -II)**
- 18.4 Standard for workmanship, process, material and equipment as well as reference to brand names or catalogue number specified by the Employer in the Schedule of Requirement are intended to be descriptive only and not restrictive.

## **19. Documents Establishing the Qualification of the Tenderer.**

- 19.1 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Employers satisfaction:
- (a) that, if required in the TIS, a Tenderer that does not Manufacture or produce the Goods it offers to supply shall submit the Manufacturers' Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India. **(Not Applicable)**



- (b) that, if required in the TIS, in case, a Tenderer not doing business within India, the Tenderer is or will be (if awarded the contract) represented by an agent in the country equipped and able to carry out the Contractor's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; **(Not Applicable)**
- (c) that, the Tenderer meets each of the qualification criterion specified in SECTION III, Evaluation and Qualification Criteria.

## **20. Period of Validity of Tender**

- 20.1 Tender shall remain valid for the period specified in the TIS after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period will be rejected by the Employer as non- responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. A Tenderer granting the request shall not be required or permitted to modify its Tender.

## **21. Earnest Money Deposit (EMD) (Modified as per TIS of Section – II)**

- 21.1 The Tenderer shall furnish as part of its Tender, an EMD, as specified in the TIS.
- 21.2 The EMD shall be in the amount specified in the TIS and denominated in the currency of the Employers Country, and shall;
  - (a) at the Tenderers option, be in the form of Bank Guarantee/ Demand Draft/Bankers Cheque/Pay order in the favour of Deendayal Port Authority payable at Gandhidham in accordance with ITT clause 21.1 and as specified in the TIS.
  - (b) EMD not in the form and manner as per ITT clause 21.2(a) will not be accepted and bid shall be treated as bid without EMD;
  - (c) be in accordance with the form of EMD included in Section IV, tendering forms or other form approved by the Employer prior to Tender submission;
  - (d) be payable promptly upon written demand by the employer in case the condition listed in ITT Clause 21.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;

- (f) remain valid for a period of 30 days beyond the validity period of the Tenders, or as extended, if applicable, in accordance with ITT Clause 20.2;
- 21.3 If an EMD is required in accordance with ITT Sub-Clause 21.1, any Tender not accompanied by EMD in accordance with ITT Sub-Clause 21.1 shall be rejected by the Employer as non-responsive.
- 21.4 The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderers furnishing of the Performance Guarantee pursuant to ITT Clause 44.
- 21.5 The EMD may be forfeited:
  - (a) if a tenderer withdraws its Tender during the period of Tender validity specified by the tenderer on the form of tender except as provided in ITT sub clause 20.2; or
  - (b) If the successful Tenderers fails to;
    - (i) Signs the contract in accordance with ITT Clause 43;
    - (ii) Furnish a performance guarantee in accordance with ITT clause 44.
    - (iii) Pursuant to ITT Clause 31.4
- 21.6 The EMD of a JV must be in name of the JV that submits the Tender. If the JV has not been legally constituted at the time of tendering, the EMD shall be in the names of all future partners or in the name of lead partner as named in the letter of intent mentioned in section IV, tendering forms, tendering information form (-Not Applicable-).
- 21.7 The tenderer shall note that, no interest is payable on the EMD by the Employer.

## 22. Format and Signing of Tender

- 22.1 The tenderer shall prepare one original documents comprising the tender as described in ITT Clause 11 and clearly mark it "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the TIS and clearly mark them "COPY" in the event of any discrepancy between the original and the copies the original shall prevail. **(Modified as per TIS of Section – II)**
- 22.2 The original and all copies of the tender shall be typed or written in indelible

ink and shall be signed by a person duly authorized to sign on behalf of the tenderer.

- 22.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initiated by the person signing the tender.
- 22.4 At the time of submission of (the hard copy of) the tender document along with all required documents, the tenderer shall give an undertaking that no change have been made in document. If any, discrepancy is noticed at any stage between the Port's tender document uploaded on <https://kpt.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

#### **D. Submission and Opening of Tenders**

##### **23. Submission, Sealing and Marking of Tenders**

- 23.1 Tenderers may submit their tenders as specified in the TIS and in the form and manner in accordance with ITT clause no.23 and 24. **(Modified as per TIS of Section – II)**

a) Tenderer shall submit their tender online on website <https://www.nprocure.com> only. The hard copy of the tender submitted online including tender fees, EMD and enclosures excluding priced bid without mentioning the rates quoted elsewhere, signed on bottom of each page in token of acceptance of Tender Conditions, shall be submitted within 7 days of opening of online bid by hand/courier/RPAD/Speed post in the chamber of SE(M), 1st floor, CME Liaison office, A.O. Building, Gandhidham (Kutch) – 370 201. Phone No.: 02836-220636/ 270484. Mobile: +91- 7008451510 / 9377201085.

- 23.2 The inner and outer envelope shall:

- (a) bear the name and address of the tenderer;
- (b) be addressed to the employer in accordance with ITT Sub- clause 24.1;
- (c) bear the specific identification of this Tendering process indicated in ITT 1.1 and any additional identification mark in accordance with ITT Clause 23.4 and as specified in the TIS; and **(Modified as per TIS of Section – II)**

- (d) bear a warning not to open before the time and date for tender opening in accordance with ITT sub clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required under ITT sub clause 23.4, the Employer will assume no responsibility for the misplacement or premature opening of the tender.
- 23.4 **(This Clause is Not Applicable)** - There will be three inner envelopes. One for EMD, second for techno-commercial offer and the third for price bid. All the three inner envelopes shall be sealed separately as under:
  - (a) Cover containing earnest money deposit as specified in ITT clause no.21 and cover shall be titled "EARNEST MONEY DEPOSIT". EMD may be lodged by the bidder separately also with the Employer nominated officer before the dead line of submission of tender as specified in ITT Clause 24.
  - (b) Techno-commercial offer to be sealed with all relevant documents as required as per ITT Clause no 11 and shall be titled "TECHNO COMMERCIAL OFFER".
  - (c) Price offer shall be separately sealed and shall be clearly titled "PRICE BID- NOT TO OPEN TILL SHORT LISTING APPROVAL".
  - (d) All the above three inner envelopes shall be sealed separately in an outer envelope as per ITT clause no 23.2

## **24. Deadline for submission of tender (Modified as per TIS of Section – II)**

- 24.1 Tenders must be received by the Employer on the website & hard copy thereof at the address and not later than the date and time specified in the TIS.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering documents in accordance with ITT clause 8, in which case all rights and obligation of the Employer and Tenderer previously subjected to the deadline shall thereafter be subjected to the deadline as extended.
- 24.3 All Tenders shall be received by the nominated officer of the Employer on or before the deadline of submission of offers as indicated in TIS.

## **25. Late Tenders**

- 25.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders in accordance with ITT clause 24, any Tender received by the Employer after the deadline for submission of Tenders will

be declared late, rejected and returned unopened to the tenderer.

## **26. Withdrawal, Substitution and Modification of Tenders (Clause 26.1 & 26.2 is Not Applicable)**

26.1 A Tenderer may withdraw, substitute or modify its tender after it has been submitted by sending a written notice in accordance with ITT clause 23, duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITT sub clause 22.2 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITT Clause 22 and 23 (except that withdrawal notice do not require copies) and in addition the respective envelope shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION"
- (b) received by the Employer prior to the deadline prescribed for submission of Tenders in accordance with ITT Clause 24.

26.2 Tenders requested to be withdrawn in accordance with ITT sub clause 26.1 shall be returned unopened to the Tenderers.

26.3 No Tenders may be withdrawn, substituted or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **27. Tender Opening**

27.1 The Employer shall conduct the Online Tender opening at the address, date and time specified in the TIS. **(Modified as per TIS of Section - II)**

27.2 **(Not Applicable)** - First envelope marked " WITHDRAWL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contain a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted tender will not be opened, but returned to the Tenderer. No Tender substitution will be permitted unless the corresponding substitution notice contain a valid



authorization to request the substitution and is read out at Tender opening. Envelopes marked " MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

- 27.3 **(Not Applicable)** - At first the outer envelope containing three inner envelopes shall be opened. Then the inner envelope marked "EMD" shall be opened. On confirmation of EMD in accordance with the ITT clause 21, the second inner envelope marked "Techno-Commercial Offer" shall be opened. Otherwise, the offer is considered rejected in accordance with the ITT clause 32.2. All envelopes except price bid cover shall be opened one at a time reading out the name of the Tenderer and where there is a modification; the Tender prices including any discount and alternative offers; the presence of EMD, if required and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening, except for late Tenders, in accordance with ITT Sub-Clause 25.1 and Tenders not accompanied by EMD in requisite for and manner in accordance with ITT clause 21. The B.G shall be verified independently by the Employer with the Bank, before finalization of Technical offers; in the event of lack of confirmation of issue of the B.G by the Bank, the bid shall stand disqualified. The third envelope marked " Price Bid" shall be opened only for those Tenderers whose Tender is considered responsive in accordance with ITT clause 30 and shall be opened on a date and time conveyed after evaluation of techno- commercial offer in accordance with relevant clauses and schedules by the Employer.
- 27.4 **(Not Applicable)** -The Employer shall prepare a record of the Tender opening that shall include, as a minimum the name of the Tenderer and whether there is withdrawal, substitution or modification the Tender price (per lot if applicable) if opened including any discounts and alternative offers if they were permitted and the presence or absence of a EMD. The Tenderers representatives who are present shall be requested to sign the attendance sheet. A copy of the record will be distributed to all Tenderers who submitted tender in time.
- 27.5 On the due date and time, the employer will first open Technical bids of all bids received including modifications. In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 27.6 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e. EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the

Bidder will be informed accordingly.

- 27.7 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com>, <https://www.eprocure.gov.in> and [www.deendayalport.gov.in](http://www.deendayalport.gov.in).
- 27.8 The price bid i.e., BOQ will be opened only of those bids which qualify technically.

## **E. Evaluation and Comparison of Tenders**

### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison and post-qualification of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other person not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Tenderer to influence the Employer in the examination, evaluation and comparison of the Tenders or contract award decision may result in the rejection of its Tender and may result in the bidder can be disqualified.
- 28.3 Notwithstanding ITT Sub-clause 28.2 from the time of Tender opening to the time of contract award. If any Tenderer wishes to contact the Employer on any matter related to the Tendering process, it should do so in writing.

### **29. Clarification of Tenders**

- 29.1 To assist in the examination, evaluation and comparison of the tenders, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT clause 31.

### **30. Responsiveness of Tenders**

- 30.1 The employer's determination of tender's responsiveness shall be based on the contents of the tender itself and clarification in accordance with ITT clause 29.
- 30.2 A substantially responsive Tender is one that conforms to all the terms,

conditions and specifications of the tendering documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
- (b) Limits in any substantial way inconsistent with the Tendering documents the Employers right or the tenderers obligation under the contract; or
- (c) If rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 Tenders shall not contain the following information/ conditions to consider them responsive:

- (a) Either direct or indirect reference leading to reveal the prices of the tenders in the techno-commercial covers:
- (b) Techno-commercial condition in the price cover
- (c) Adjustable prices.
- (d) Irrelevant information.

30.4 If a Tender is not substantially responsive to the Tendering documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.

### **31. Non-conformities, Errors and Omissions**

31.1 Provided that a Tender is substantially responsive the Employer may waive any non-conformities or omissions in the Tenders that do not constitute material deviation.

31.2 Provided that a Tender is substantially responsive the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time to rectify non-material non-conformities of omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspects of the price of the Tender. Failure of the tenderer to comply with the request may result in the rejection of its Tender.

31.3 Provided that the Tender is substantially responsive, the Employer shall

correct arithmetical errors on the following basis: **(NOT APPLICABLE)**

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and unit prices shall be corrected;
- (b) if there is any error in total corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected and treated in accordance with ITT Clause 21.5 (Not Applicable)

## **32. Preliminary Examination of Tenders**

32.1 The Employer shall examine the Tender to conform that all documents and technical documentation requested in ITT Clause 11 have been provided and to determine the completeness of each documents submitted.

32.2 The Employer shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.

- (a) Form of Tender, in accordance with ITT sub-clause 12.1;
- (b) Price Schedule, in accordance with ITT sub-clause 12.2 (online at <https://kpt.nprocure.com> only);
- (c) Bid Security, in accordance with ITT sub-clause 21

## **33. Examination of Terms and Conditions; Technical Evaluation**

33.1 The Employer shall examine the Tender to conform that all Terms and Conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.

33.2 The Employer shall evaluate the technical aspects of the Tender submitted in accordance with ITT clause 18, to confirm that all requirements specified in section V, Schedule of Requirements of the Tendering Documents have been met without any material deviation or reservation.

- 33.3 If, after the examination of the terms and conditions and the technical evaluation the Employer determines that the Tender is not substantially responsive in accordance with ITT clause 30, it shall reject the tender.

### **34. (Not Applicable) Conversion to Single Currency**

- 34.1 For evaluation and comparison purpose the Employer shall convert all Tender prices expressed in amounts in various currencies into an amount in a single currency specified in TIS, using the selling exchange rates established by the sources and on the date specified in the TIS.

### **35. Domestic/Price/Purchase Preferences**

- 35.1 No Domestic/Purchase/Price Reference is envisaged unless otherwise stated in TIS. **(Modified as per TIS of Section – II)**

### **36. Evaluation of Tenders**

- 36.1 The Employer shall evaluate each Tender that has been determined up to this stage of the evaluation to be substantially responsive. The Employer shall evaluate the Techno Commercial cover as following:

- (a) Evaluation in accordance with ITT clause 32 and 33
- (b) Evaluation in accordance with Section III

- 36.2 To evaluate a tender, the Employer shall only use all the factors, methodologies and criteria defined in ITT clause 36. No other criteria or methodology shall be permitted.

- 36.3 To evaluate a Tender of those Tenderers whose Tenders are evaluated in accordance with ITT clause 36.1 and found responsive in accordance with ITT clause 30. The Employer shall consider the following:

- (a) Evaluation will be done for as specified in the TIS; and the Tender price as quoted in accordance with clause 14; **(Modified as per TIS of Section – II)**
- (b) Price adjustment for correction of arithmetic errors in accordance with ITT sub clause 31.3;
- (c) Price adjustment due to discounts offered in accordance with ITT sub clause 14.4;
- (d) Due to the application of the evaluation criteria specified in the TIS from amongst those set out in section III, evaluation and qualification criteria. **(Please refer TIS of Section – II)**

### **37. Comparison of tenders**

- 37.1 The Employer shall compare all substantially responsive Tenders to determine the lowest evaluated Tender, in accordance with ITT clause 36.

**38. Joint venture / Consortium**

- 38.1 JV is permitted as specified in TIS **(Please refer TIS of Section – II)**

**39. Employer's Right to Accept Any Tender and to Reject Any or All Tenders**

- 39.1 The Employer reserve the right to accept or reject any Tender and to annual the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers.

**F. Award of Contract**

**40. Award criteria**

- 40.1 The Employer shall award the contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering documents based on the "TOTAL FINAL COST" to the Employer.

- 40.2 **(Deleted)** - In the unlikely event of lowest evaluated Tenderer backing out, the Employer reserve the right to negotiate with the next lowest bidder to match the lowest evaluated Tenderer's price.

**41. Employer's right to vary quantities at time of award**

- 41.1 At the time the contract is awarded the Employer reserve the right to increase or decrease the quantity of goods and related services originally specified in section V, Schedule of requirements provided this does not exceed the percentages specified in the TIS and without exceed the percentage specified in TIS, and without any change in the unit prices or other terms and conditions of the Tender and the Tendering Documents.

**42. Notification of Award**

- 42.1 Prior to the expiration of the period of Tender validity or extended validity in accordance with ITT clause 20.2 the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted by issuing Letter of Acceptance (LOA).
- 42.2 Until a formal contract prepared and executed the notification of award and Form of Tender shall constitute a binding contract.
- 42.3 The Employer shall publish in its website the notification of award detailing the following information;
- i. Tender No.
  - ii. Item/Nature of work.

- iii. Mode of Tender Enquiry
- iv. Date of Publication of NIT.
- v. Type of Bidding (Single/Two bid system)
- vi. Last date of receipt of tender
- vii. Nos. of tenders received.
- viii. Nos. and names of parties qualified after technical evaluation.
- ix. Nos. and names of parties not qualified after technical evaluation.
- x. Whether contract awarded to lowest tenderer/ evaluated L1.
- xi. Contract No. & date
- xii. Name of Contractor
- xiii. Value of Contract
- xiv. Scheduled date of completion of supplies.

42.4 Upon the successful Tenderers furnishing of the signed agreement form and Performance Guarantee pursuant to ITT clause 44, the Employer will issue Work-Order & promptly notify each unsuccessful tenderer.

### **43. Signing of Contract**

43.1 Promptly after notification, the Employer shall send to the successful Tenderer the draft agreement and the special conditions of contracts.

43.2 Within the specified period as specified in TIS, the successful tenderer shall sign, date and return the agreement form to the Employer from the date of receipt of Notification of award issued by the Employer in accordance with ITT clause 42.1 **(Modified as per TIS of Section – II)**

43.3 All costs, charges and expenses of drafting the contract agreement including stamp duty shall be borne by the successful Tenderer.

### **44. Performance Guarantee (Modified as per TIS of Section – II)**

44.1 Within specified period, as specified in TIS of the receipt of notification of award from the Employer, the successful Tenderer, if required, shall furnish the Performance Guarantee in accordance with the GCC, using for that purpose the performance guarantee form included in section VIII, Contract forms or another form acceptable to the Employer. The Employer shall promptly notify the discharge of EMD to each of the unsuccessful Tenderers pursuant to ITT sub-clause 21.4, from the date of receipt of notification of award in accordance with ITT Clause of 42.1.

44.2 Failure of the successful Tenderer to submit above mentioned Performance Guarantee or sign the contract shall constitute sufficient grounds for the annulments of the award and forfeiture of the EMD in accordance with ITT clause 21.

- 44.3 All costs, charges and expenses including drafting and/or approving drafts and stamp duty and as well as Bank Guarantee or any other form in accordance with GCC clause 17, shall be borne by the Successful Tenderer.
- 44.4 No interest shall be payable by the Employer on performance Guarantee Amounts.

**45. Transportation and Communication**

- 45.1 The Successful Tenderer shall provide transport facilities to the Employer within the overall Tender Cost for making Site visits to the Project Site on day to day basis. The Transportation facility shall be suitable and to the dignity of the Official nominated by the Employer or as specified in TIS. **(Not Applicable)**
- 45.2 The successful Tenderer shall provide 2 sets of latest model, duly activated Mobile Phones or as specified in TIS, to the Employer for use of Employer's representatives to remain in contact with the work site, construction yards of the successful Tenderer. This service shall be made available within 14 days of receipt of Notification of Award. The amount of Monthly liability in normal circumstances shall not exceed Rs.1000/- per phone or as specified in TIS. The handset etc., shall be returned not later than 14 days from the date of release of Performance Guarantee in as is where is condition. The contractor shall ensure that this connectivity is available uninterruptedly throughout the duration as specified.

**Signature & Seal  
of Contractor**

**SE(M)  
Deendayal Port Authority**



## **SECTION – II**

### **Tender Information Sheet (TIS)**

The following specific data for the goods to be procured shall complement, supplement or amend the provision in the instructions to tenderers (ITT). Wherever there is a conflict the provision herein shall prevail over those in ITT.

<b>ITT clause Reference</b>	<b>A. General</b>
ITT 1.1	<p>The Employer is: <b>DEENDAYAL PORT AUTHORITY</b> Tender No. <b>MS/WK/4056-I</b></p> <p>The name of Tender: <b>“Design, Supply, installation, testing &amp; commissioning along with Comprehensive Operation &amp; Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty Nos. 07 and 08 of DPA”</b></p>
ITT 2.1	<p>The title of the Project is: “Design, Supply, installation, testing &amp; commissioning along with Comprehensive Operation &amp; Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty Nos. 07 and 08 of DPA”</p>
ITT 4.2	<p>A Bidder shall not have any type of conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have any Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:</p> <p>(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed</p>

share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

For purposes of this clause, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is

	controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, by operation of law.
ITT 6.1.2	<p>Complete Tender document (including drawing) is available at <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a>, <a href="https://www.kpt.nprocure.com">https://www.kpt.nprocure.com</a> &amp; <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>. The documents may be downloaded. However, tender fees of Rs. 10000 + GST (18%) = Rs. 11800/- (Non- refundable) towards the cost of tender documents shall be payable by Demand Draft (DD)/ Bankers’ Cheque (BC)/ Pay Order (PO) and shall be submitted in Electronic Format only through on line (by scanning) while uploading the bid. Bidders should also submit EMD/Bid Security in form of Bank Guarantee/Demand Draft/ Bankers Cheque/Pay order payable at Gandhidham in favour of Deendayal Port through online (by scanning) while uploading the bid. <b>(The bidders having registration of Micro and Small Enterprise (MSEs) with the Ministry of MSME Govt. of India are exempted from payment of Tender fee &amp; EMD. Such bidders shall upload the scanned copy of valid &amp; relevant certificate related to marine infra/ marine structures/ marine equipments for the same.)</b> However, for the purpose of realization, bidder shall send the same in original to SE(M) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the address: <b>CME Dept., Deendayal Port Authority, Liaison Office 1<sup>st</sup> Floor, A.O. Building, Gandhidham, Kutch, Gujarat-370201</b>, within 07 days from the last date of opening.</p>
<b>B. Contents of Tendering Documents</b>	
ITT 6.5 & 7.1	<p>For Clarification of Tender Purpose only, the Employer's address is:  SE(M)  Deendayal Port Authority  CME Liaison Office  1<sup>st</sup> Floor A.O Building  Gandhidham – 370210  Kutch – Gujarat  Phone No.: 02836-220636/ 270484. Electronic mail address: <a href="mailto:mechprojects.dpt@gmail.com">mechprojects.dpt@gmail.com</a>, <a href="mailto:cmepdt@gmail.com">cmepdt@gmail.com</a>.</p>

	Tender documents are available for downloading at <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a> , <a href="https://www.kpt.nprocure.com">https://www.kpt.nprocure.com</a> & <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> till <b>02/01/2023</b> upto <b>14.00</b> Hrs.
<b>C. Preparation of Tenders</b>	
ITT 10.1	The language of the Tender is: English Tenderer shall not submit Tenders in ANY OTHER language. The contract to be signed with the successful Tenderer shall be written in the language in which the Tender was submitted, which will be the language that shall govern the contractual relations between the Employer and the SUCCESSFUL tenderer. A Tenderer shall not sign a translated version of its contract.
ITT 11.1 (h)	The Tenderer shall submit the additional documents in its Tender as per requirement of tender documents.
ITT 14.5	The in co-terms edition is the latest prevailing on the date of opening of the tender.
ITT 14.6	Insurance and transport shall be arranged by the Contractor in accordance with GCC clause 23 and 24 respectively.
ITT 14.6(a) (iii) & 14.6 (b) (ii)	"Final destination (Project site)": At Oil Jetty-7 and Oil Jetty- 8, Old Kandla. Both are distant apart and does not have common access.
ITT 14.6 (b) (i)	The price of the Goods manufactured outside India shall be quoted: CIF basis, Port of loading to be mentioned by Tenderer.
ITT 14.6 (b) (ii)	Port of Destination: Deendayal Port Authority, New Kandla, Gujarat, India. Pin: 370210.
ITT 14.6 (b) (iii)	In addition to the CIF price specified in ITT 14.6 (b) (i), the price of the Goods manufactured outside India shall be quoted: CIF basis.
ITT 14.7	The prices quoted by the tenderer shall not be adjustable except on account of statutory taxes and duties payable in INDIA and in accordance with GCC clause 30.1
ITT 18.3	Period of time the goods are expected to be functioning: 25 Years
ITT 20.1	The tender validity period : 120 days
ITT 21.1 & 21.2 (a)	Tenderer shall include an EMD in the form of Bank Guarantee/ Demand Draft/ Bankers Cheque/Pay order.  (i) Earnest Money Deposit (EMD): The tender shall be accompanied by Earnest Money Deposit of Rs. 22,83,266/- (Rupees Twenty-two Lakhs Eighty-Three Thousand two Hundred sixty Six Only). The tender not accompanied with EMD in the prescribed format shall be treated as non-responsive. The Earnest Money Shall be submitted in the form of Bank

	<p>Guarantee /Banker's Cheque/ demand draft/ pay order drawn in favour of FA &amp; CAO, Deendayal Port Authority, Gandhidham, payable at Gandhidham. The format of the Bank Guarantee for EMD is attached at Appendix-2 of Volume -I issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid &amp; relevant certificate related to marine infra/ marine structures/ marine equipments.</p> <p>EMD shall be refunded to all other tenderers except for L1 and L2 immediately after ranking the bids based on price bids. However, EMD of L1 and L2 will be refunded immediately after entering into an agreement with the successful bidder and upon submission of Bank Guarantee towards Performance Guarantee by L1.</p> <p>EMD shall be valid for 28 days beyond the validity of bids in accordance with ITT clause 20.1.</p>
ITT 21.2	The amount of the Earnest Money Deposit (EMD) shall be: Rs. 8,83,976/-Rupees Eight Lakhs Eighty-Three Thousand Nine Hundred Seventy Six Only)
ITT 22.1	In addition to the original of the Tender, the number of copies is: Nil.
<b>D. Submission and opening of Tenders</b>	
ITT 23.1	Tenderer shall submit the tender online on or before due date and time for submission of e-tender. Further, the Hard copy of the e-tender along with its enclosures shall be submitted within 07 days of opening of e-tender to the office of CME, 1 <sup>st</sup> floor, CME Liaison office, A.O. Building, Gandhidham (Kutch) – 370 201. Phone No.: 02836-220636/ 270484. Failing which the tender will be considered as non-responsive.
ITT 23.2 (c)	The inner and outer envelopes shall bear the additional identification marks : Tender for Notice no. MS/WK/4056-I.
ITT 24	1. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port

	<p>Tender Document at <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> websites shall prevail.</p> <p>2. The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.</p> <p>3. In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the Tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> and the one submitted by the Tenderer, the conditions mentioned in the port's tender document uploaded on <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> shall prevail. Besides, the Tenderer shall be liable for legal action for the lapses.</p> <p>For tender submission purposes, the employers address:</p> <p>Attention:  CME Liaison Office  1<sup>st</sup> Floor A.O Building  Gandhidham – 370210, Kutch – Gujarat  Phone: + 91-2836-270484, 220636  Fax: + 91-2836-220636, Mob.: 7008451510/ 9377201085  Electronic mail address: <a href="mailto:cmepdt@gmail.com">cmepdt@gmail.com</a>,  <a href="mailto:mechprojects.dpt@gmail.com">mechprojects.dpt@gmail.com</a></p> <p>The deadline for the submission of on line tender is:  <b>Date: 02/01/2023 Up to: 15:00 hrs.</b></p>
ITT 27.1	<p>The online tender opening shall take place at the address mentioned at: CME Deptt. Office Liaison Office 1<sup>st</sup> Floor A.O Building Deendayal Port Authority, P.O. Box No. 50, Ground Floor, A.O. Building, Gandhidham, Kutch, Gujarat-370201, Country: INDIA</p> <p><b>Date: 02/01/2023 @ 15.30 Hrs.</b></p>
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 35.1	Domestic/price/purchase preference : Not applicable
ITT 36.3 (a)	As per Clause No. 4 of Section-III

ITT 36.3 (d)	<p>The contract price shall be determined using the following criteria, from amongst those set out in section III, evaluation and qualification criteria.</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery Schedule: No</li> <li>(b) Deviation in payment schedule: No</li> <li>(c) The Cost of major replacement components, mandatory spare parts, and service: No</li> <li>(d) the availability in India of spare parts and after-sales services for the equipment offered in the Tender: No</li> <li>(e) the projected opening and maintenance costs during the life of the equipment: No</li> <li>(f) the performance and productivity of the equipment offered: No.</li> </ul>
ITT 38.1	<p><b>Conditions for bid submission by JV</b></p> <p>Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.</p> <ol style="list-style-type: none"> <li>1) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the preform at Tendering Form of section IV shall be enclosed with the bid. Lead partner should have executed at least one similar work costing Rs. 7.07 Crores as per Minimum Eligibility Criteria.</li> <li>2) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at Tendering Form of Section IV, which shall be duly authenticated by a</li> </ol>

	<p>notary public or equivalent certifying authority, shall be enclosed with the bid.</p> <ol style="list-style-type: none"> <li>3) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.</li> <li>4) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.</li> <li>5) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.</li> <li>6) Bid Security as required shall be furnished by Lead Member of Joint venture.</li> <li>7) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.</li> <li>8) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears, in more than one bid then both application may be rejected.</li> <li>9) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.</li> <li>10) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.</li> <li>11) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-</li> </ol>
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	<p>performance of the whole contract irrespective of their demarcation or share of work.</p> <p>12) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.</p> <p>13) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.</p> <p>14) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.</p> <p>15) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid</p> <p>16) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.</p> <p>17) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.</p> <p>18) One of the partners of JV/Consortium should have downloaded the bid documents.</p> <p>19) Other conditions of JV/ Consortium:</p> <p>a) Bids Submitted by Consortium: Any bid not accompanied by MOA shall be rejected by the Employer as being non responsive and not a valid legally binding offer (not legally binding on the Consortium members as the bidder consortium has not come into existence on the date of bid submission) and hence nonresponsive.</p> <p>b) Eligibility/Qualification requirements for Bidders: Bids may be submitted by a sole bidder or a consortium of</p>
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	<p>maximum three firms/parties [including leader &amp; member(s)].</p> <p>c) The division in scope of work between consortium members shall be commensurate with their past experience. The overall project management shall be performed by the leader. The member of consortium shall assume responsibility jointly and severally and shall submit agreement/MOA along with the Bid clearly defining the scope and responsibility matrix of each member along with nomination of the leader. This agreement/MOA must remain in force till time for completion plus defect liability period for the facilities.</p> <p>d) In case bidder has an experience as a consortium member and such member has executed a job within its scope as a member of the consortium, which is required as experience as per the technical eligibility requirement stated herein above, the same will be considered. Appropriate documentary evidence to establish this is to be submitted towards such experience.</p> <p>e) Turnover: In case of consortium, each consortium member should have turnover not less than in proportion to their share of work in terms of value as envisaged in their tender and the cumulative turnover of the consortium should not be less than the amount as mentioned above.</p> <p>f) Integrity Pact: If the Bidder / Contractor is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.</p> <p>g) Bank Account details of each members of Consortium should be submitted with the bid. Also, GST registration of each members of Consortium should be submitted with the bid.</p>
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### Award of Contract

ITT 41.1	The maximum percentage by which quantities maybe increased/ decreased by 30% of overall effective contract cost.
ITT 44	<p>Performance Guarantee:</p> <ul style="list-style-type: none"> <li>i. The Security Deposit/ Performance Guarantee Shall be 3% of Contract Value. The successful bidder has to submit two Performance Guarantees for EPC &amp; O&amp;M period each. <ul style="list-style-type: none"> <li>1) The Performance Guarantee for DSITC stage shall be submitted by the successful bidder within 21 days from the date of issue of L.O.A. equivalent to 3% of the total contract value minus the Operation &amp; Maintenance Cost in form of Bank Guarantee, or Demand Draft issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham which will be refunded immediately not later than 14 days from completion of defect liability period.</li> <li>2) Operation and Maintenance Performance Security The Contractor shall deliver the Operation and Maintenance Performance Security 28 days prior to Commencement of Operation and maintenance Service, for an amount equivalent to 3% (three percent) of amount towards annual Operation and maintenance Service for the year. <ul style="list-style-type: none"> <li>a. 3% of amount towards annual Operation and maintenance Service shall be in the form of Bank Guarantee in form of Bank Guarantee, or Demand Draft issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham. Every year a fresh Operation and Maintenance Performance Security shall be submitted by the Contractor, having validity of 13 months, one month prior to expiry of earlier Operation and Maintenance Performance Security. The final Performance BG for the O&amp;M contract will be released after 3 months from the date of satisfactory handing over of the entire system back to DPA.</li> </ul> </li> </ul> </li> <li>ii. Successful Bidder has to submit the Performance security as mentioned above within 21 days of receipt of Letter of Acceptance, failing which the work will not be awarded</li> </ul>

	<p>and the Bid Security i.e., EMD will be forfeited.</p> <p>iii. The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.</p> <p>iv. Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.</p> <p>v. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.</p> <p>vi. The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham.</p> <p>vii. The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.</p> <p>viii. In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.</p> <p>ix. The Performance Guarantee cum Security Deposit will be released as mentioned in ITT 44 above.</p> <p>x. If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.</p>
ITT 42.1, 43.2 & 44.1	<p>The Chief Mechanical Engineer will issue the Letter of Acceptance intimating the successful bidder about the proposed pre-acceptance of tender. Contract agreement shall be executed within 14 days and Security Deposit/ Performance Guarantee shall be submitted by the successful bidder within 21 days. Work order will be issued indicating the Contract value, completion period etc. after submission of Performance</p>

	Security Deposit and Contract Agreement as per Tender Conditions.
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**Signature & Seal  
of Contractor**

**SE(M)  
Deendayal Port Authority**

## SECTION-III

### EVALUATION & QUALIFICATION CRITERIA

This section complements the instructions to Tenderers. It contains the criteria that the Employer may use to evaluate a Tender and determine whether a Tenderer has the required qualification. No other criteria shall be used.

#### Contents

1. Joint venture / consortium (**superseded as per Clause No. 38.1 of Section-II (TIS)**)
2. Pre-Qualification (ITT 36.3 (d))
3. Evaluation Criteria.

**1. Joint venture / consortium clause:** As per ITT 38

**2. Pre-Qualification Criteria**

**2.1.** The Bidders shall fulfill the following pre-qualification criteria: -

Sr. No.	Minimum-Qualifying Criteria	Supporting Documents
<b>FINANCIAL QUALIFICATION</b>		
1	Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 5.30 Crores.	Turnover Certificate issued by the Chartered Accountant.
<b>TECHNICAL QUALIFICATION</b>		
2	<p>Experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following: -</p> <p style="margin-left: 40px;">i) Three similar completed works, each costing not less than the amount equal to Rs. 7.07 Crores,</p> <p style="margin-left: 120px;">or,</p> <p style="margin-left: 40px;">ii) Two similar completed works, each costing not less</p>	<p>a. A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference no. of work order, the date of completion and amount of work done.</p> <p>b. A copy of the work order should also be submitted for which the bidder is submitting completion certificate.</p>

	<p>than the amount equal to Rs. 8.84 Crores,</p> <p>or,</p> <p>iii) One similar completed work costing not less than the amount equal to Rs. 14.14 Crores.</p>	
3	Similar work Definition	<p>“Similar Works” means, the bidder shall have experience of Design, Supply, installation, testing, commissioning, with/without Operation &amp; Maintenance, of column/ telescopic gangway at Ports/ Petrochemical Refineries/ Oil Refineries, in any Govt./ Semi-Govt./ PSUs/ Reputed private organizations.</p>

**Note:**

- (1) In case the similar work has been executed for any private body in India, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. TDS certificate in case of Foreign OEM & its credentials for PQC shall not be applicable. In this regard a certificate from a Chartered Accountant (CA) as per Note No. (3) of Cl. 2.1 of Sec-III & NIT in Vol-I of Tender documents, shall fulfill the requirement.
- (2) If the Bidder is submitting bids with the credentials of OEM (Foreign/ Indian), the OEM's (Original Equipment Manufacturer) technical and financial eligibility along with the financial eligibility of the bidder as per the Pre-Qualification Criteria (PQC) of tender documents will be considered for evaluation purpose of bid on production of necessary Manufacturer's Authorization letter from OEM.
- (3) Either One Authorized Agency of OEM, 'or' OEM itself can bid, but both cannot bid simultaneously for the tender. OEM shall authorise only one Indian agency for bidding in the tender as per the given format in the tender. The INR conversion value of the foreign experience credentials for the Bidder who is submitting credentials of OEM will be considered as per the RBI exchange rates of the date of Completion of the work and, financial eligibility in INR to be certified by a Chartered Accountant (CA) on its letter head.
- (4) The foreign OEM / bidder bidding behalf of foreign OEM shall comply with the conditions, at Appendix-1 of Volume –I of the tender documents.
- (5) The bidder should have legally enforceable undertaking jointly executed by himself and OEM of the gangway for satisfactory SITC and O&M work including all obligations as per technical specifications scope, general & special conditions of the contract.

## 2.2 All bidders shall scan and forward the following information and documents

Complete telescopic gangway at Oil Jetty No. 7 & 8 (Vol-I)

with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year.
- e. Duly filled Forms mentioned in Section – IV – Tendering Forms Bill of Quantities in Form of Price Schedule to be kept blank and may be filled in Financial bid at <https://kpt.nprocure.com> only.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD in form of Bank Guarantee/Demand draft/Banker's cheque/Pay Order in favour of FA & CAO, Deendayal Port Authority, Gandhidham, payable at Gandhidham.
- h. Tender fee in form of Demand draft/Banker's Cheque/Pay Order in favour of FA & CAO, Deendayal Port Authority, Gandhidham, payable at Gandhidham.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- k. Power of attorney (dully accompanied by resolution of Board in case of company).
- l. Qualifications and experience of key site management and technical personnel proposed for the contract.
- m. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability



of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

- n. The completion certification should invariably mention the reference no. of work order, the date of completion and amount of work done.
- o. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
- p. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
- q. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- r. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

2.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- b) Record of poor performance such as abandoning the works, non – completion of the contract.
- c) Revealed the rates of BOQ at any place in the tender except at Financial bid to be submitted at [www.kpt.nprocure.com](http://www.kpt.nprocure.com)

### **3 EVALUATION CRITERIA- Clause: ITT 36.3 (a)**

- 3.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 3.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 3.3 If in the opinion of Engineer-In-Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

- 3.4 Final evaluation shall be made as per total amount quoted in Part I and Part II of BOQ (i.e. total cost for supply, installation and O&M Contract). Split of work not applicable for the tender.

**Signature & Seal  
of Contractor**

**SE(M)  
Deendayal Port Authority**

## SECTION-IV TENDERING FORMS

### **Table of forms**

1. Form of application
2. Authority Letter
3. Tender Submission Form
4. Tenderer Information Form
5. Joint Venture Partner Information Form
6. Bid Securing Declaration Form **(Not-Applicable)**
7. B.G authorization
8. Manufacturer's Authorization
9. Price Schedule
10. Format of Certificate Issued by Third Party Agency
11. Format of Mechanical Design Requirement
12. Format of Certificate of Manufacturer
13. Pre-qualification of bidders
14. Format for declaration
15. Exceptions & Deviations
16. Joint Venture agreement forms
17. Integrity Pact Agreement

## Form -1

**SPECIMEN OF APPLICATION**

(To be executed on bidder's letter head)

To,  
 SE(M)  
 Deendayal Port Authority  
 CME Liaison Office  
 1<sup>st</sup> Floor A.O Building  
 Gandhidham – 370210  
 Kutch – Gujarat  
 Phone: + 91-2836-270484, 220636  
 Fax: + 91-2836-220636

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **MS/WK/4056-I**
- (c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture **(TO SPECIFY BY THE BIDDER)**
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
  - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
  - II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name: [insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of Tenderer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

## Form-2

**SPECIMEN LETTER OF AUTHORITY FOR**  
**SUBMISSION OF BID**

(To be executed on Rs.300/- non Judicial Stamp Paper)

To,  
SE(M)  
Deendayal Port Authority  
CME Liaison Office  
1<sup>st</sup> Floor A.O Building  
Gandhidham – 370210  
Kutch – Gujarat  
Phone: + 91-2836-270484, 220636  
Fax: + 91-2836-220636

Dear Sir,

We----- do hereby confirm that Shri ..... (Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you {copy of board resolution attached (in case of company)} for tender no. ----- for the work of \_\_\_\_\_ and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall commit. We understand that the communication made with him by the employer/Board shall be deemed to have been done with us in respect of this Tender.

*[specimen signature]*

Yours faithfully,

Signature:  
Name & Designation:  
For & on behalf of:

**Form-3**

***SPECIMEN FOR FORM OF BID***  
(To be executed on bidder's Letter Head)

(The Tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately)

Date: (insert date of tender submission)

Tender No: (insert Tender number and Title)

To: (Complete name of Port)

We, the undersigned declare that:

- (a) We have examined and have no reservations to the tendering documents, including addenda No.: (insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes)
- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule or Requirements in accordance with Tender Documents bearing no. (Insert Tender no.)
- (c) The total price of our Tender excluding any discounts offered in item(d) below, is [insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of Techno- Commercial offer it shall be mentioned that "as filled in the Price Bid"] and like to avail/not to avail (delete whichever is not applicable) the advance in accordance with GCC 15.1:
- (d) The discounts offered and the methodology for their application are:

Discounts: If our Tender is accepted, the following discounts shall apply, [specify in detail each discount offered and the specific item of the schedule of requirements to which it applies]; [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]

Methodology of application of the discounts: The discounts shall be applied using the following method: [specify in detail the method that shall be used to apply the discounts]; [in case of techno-commercial offer it shall be mentioned that "as filled in the Price Bid"]

- (e) Our tender shall be valid for the period of time specified in ITT sub-clause 20.1, from the date fixed for the Tender submission deadline in accordance with ITT sub-clause 24.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with ITT sub clause 20.2;
- (f) If our Tender is accepted, we commit to obtain a performance guarantee in accordance with ITT sub-clause 44 and GCC clause 17 for the due performance of the contract, as specified in specimen form the purpose;

- (g) We including any subcontractor or contractors for any part of the contract, [insert the Nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the Nationality of each Subcontractor and Contractor];
- (h) We have no conflict of interest in accordance with ITT sub clause 4.2;
- (i) Our firm its affiliates or subsidiaries – including any subcontractor or contractors for any part of the contract-has not been declared ineligible by the Port, under laws of India or official Regulations, in accordance with ITT sub clause 4.3;
- (j) We understand that this Tender, together with your written acceptance thereof included in your Notification of award shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with ITT clause 4.3 and as per specimen form for the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (l) We also make a specific note clause of GCC, SCC, ITT and TIS under which the Contract is governed.
- (m) In case of out station firm having a branch in India for liaison purpose, please mention the Name of the Contact Person and Tel. No., Fax No., and mail Id and also the Complete Postal Address of the Firm.
- (n) We understand that the communication made with the firm at (m) by the Port shall be deemed to have been done with us.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of: (insert legal capacity of person signing the form of tender)

Name: (insert complete name of person signing the form of tender)

Duly authorized to sign the Tender for and on behalf of: (insert complete name of Tenderer)

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

**Note: Duly Notarized/Attested**

**Form-4****TENDERER INFORMATION FORM**

(The Tenderer shall fill in this form in accordance with the instruction indicated below. No alterations to its format shall be permitted and no substitution shall be accepted)

Date : ( insert date of Tender submission)

Tender No.: (Insert number of Tendering process)

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Tenderer's legal name ( insert Tenderers legal name)
2. In case of JV, legal name of each party:(insert legal name of each party in JV)
3. Tenderers actual Country of Registration:
4. Tenderers year of Registration :
5. Tenderers legal address in Country of Registration: insert Tenderers legal address in Country of Registration)
6. Tenderers Authorized Representative Information Name: (insert the authorized representatives name) Address: (insert authorized representatives address) Telephone/Fax numbers: (insert authorized representative's telephone/fax numbers) Email address: (insert authorized representatives email address)
7. Attached are copies of original documents of: (check the boxes of the attached original documents) <input type="checkbox"/> Articles of incorporation of registration of firm named in 1, above in accordance with ITT sub-clause 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT sub clause 4.1. <input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT sub clause 4.4 <input type="checkbox"/> PAN Number <input type="checkbox"/> GST Registration Number

**Note: Duly Notarized/Attested**



## Form-5

<b>JOINT VENTURE PARTNER INFORMATION FORM</b>
---

(The Tenderer shall fill in this form in accordance with the instructions indicated below)

Date: (insert date of tender submission)

Tender No.: (Insert numbering of Tender process)

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Tenderers legal name: (insert Tenderers legal name)
2. JV's party legal name: (Insert JV's party legal name) JV's Lead Partner name
3. JV's party Country of Registration:
4. JV's party year of registration:
5. JV's party legal address:
6. JV's party authorized representative information Name: (insert name of JV's party authorized representative) Address: (insert address of JV's party Authorized Representative) Telephone/Fax numbers: (insert telephone/fax numbers of JV's party Authorized Representative) Email address: (insert email address of JV's party Authorized Representative)
7. Attached are copies of original documents of: (check the boxes of the attached original documents) <input type="checkbox"/> articles of incorporation of registration of firm named in 2, above in accordance with tender documents. <input type="checkbox"/> In case of government owned entity form India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender documents. <input type="checkbox"/> PAN Number <input type="checkbox"/> GST Registration Numbers <input type="checkbox"/> Any other documents required for statutory compliance

Duly authorized to sign this Authorization on behalf of: (insert complete name of Tenderer)

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

**Note: Duly Notarized/Attested**

**Form -6 (-Not Applicable-)****Bid Securing Declaration Form**  
(To be executed on bidder's Letter Head)

Date: \_\_\_\_\_

To (insert complete name and address of the Employer/Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the employer/purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## Form- 7

**SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

SE(M)  
CME Liaison office  
1<sup>st</sup> floor, A.O. Building  
First Floor  
Gandhidham – 370201  
Kutch – Gujarat  
Phone: + 91-2836-270484, 220636  
Fax: + 91-2836-220636

Sub: Our Bank Guarantee No. \_\_\_\_\_  
dated \_\_\_\_\_ for Rs. \_\_\_\_\_ favoring yourselves  
issued on a/c of M/s. (Name of contractor)  
.....

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. \_\_\_\_\_ validity for expiry upto date \_\_\_\_\_ and claim expiry date upto \_\_\_\_\_. We also confirm 1) \_\_\_\_\_ 2) \_\_\_\_\_ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

## Form- 8

<b>MANUFACTURER'S AUTHORISATION</b>
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(The Tenderer shall require the Manufacturer's Authorization to fill in this form in accordance with the instructions indicated. This letter of Authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include in its Tender, if so indicated in the TIS. Employer/Board is authorized to verify the facts and genuineness of the information provided by the Tenderer, directly with the Manufacturer)

Date: (insert the date as day, month and year)

Tender No.: MS/WK/4056-I, Dated 13.12.2022

To: Chief Mechanical Engineer,

Deendayal Port Authority

**WHEREAS**

We (insert complete name of Manufacturer), who are official Manufacturers of (insert type of goods Manufactured) having factories at (insert full address of Manufacturers factories), do hereby authorize (insert complete name of Tenderer) as our sole Indian representative to submit a Tender the purpose of which is to provide the following Goods, manufactured by us (insert name and brief description of Goods), to subsequently negotiate & sign the Contract, and to operate & maintain the same as per the contract provisions.

We hereby extend our full guarantee and warranty in accordance with the General & Special Conditions of contract and as per the scope of the work, with respect to the goods offered by us.

Signed: (insert signature of authorized representative of the Manufacturer)

Name: (insert complete name of authorized representative of the Manufacturer)

Title: (insert title)

Duly authorized to sign this Authorization on behalf of: (insert complete name of Tenderer)

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

**Note: Duly Notarized & Attested**

**FORM-9****PRICE SCHEDULE****Preamble**

DPA is in the process of selecting Contractors for the Turnkey project “Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA”

This call is being addressed to potential Contractors for the design, engineering, supply, installation, testing and commissioning on complete turnkey basis along with five years’ operation & maintenance.

The following shall be read in conjunction with the Conditions of Contract, Employer’s Requirements, Scope of Work, Specifications and drawings spelt out in the Tender Documents. All prices and units quoted in the Schedule of Prices shall include the following instructions where applicable.

- a) This is a Fixed Price Contract.
- b) For items of works to be executed based on the design of the Tenderer, no separate design fee is payable and the same is deemed to be included in the price quoted by the Tenderer for the execution of the Works.
- c) The Schedule of Prices as quoted in BOQ shall be the fixed price. However, Bidders to provide Schedule-A which is to be uploaded in N-procure portal with price bid documents. Further, final detailed components of each BOQ (Part -1) items, rate & their quantities have to be submitted by Successful bidder subsequently within 21 days of issue of LOA. This schedule will be used for the purpose of making stage payments as per the Payment Schedule.
- d) It shall be clearly understood that there shall not be any claim whatsoever by the Bidder on the ground that there are inadequate items of work (work based on quantity and work based on specified items) provided in the Schedule of Prices for pricing by the Tenderer.
- e) The whole cost of complying with the provisions of the Tender document shall be included in the items provided in the Schedule of Prices and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the available items of work. The price quoted shall include all costs upto successful completion of Defects Liability Obligations by the Contractor.
- f) The rates and prices tendered by the Tenderer in the Schedule of Prices of Part-1 & Part-2 shall, except insofar as it is otherwise provided under the Contract, including but not limited to all Tenderer’s equipment, labour, supervision, materials, plant, wastage, fuel, grease, lubricants, erection, maintenance, insurance, profit, overheads, together with all general risks, liabilities and obligations set out or implied in the Tender document including all taxes, duties, fees, royalty and other statutory deductions.
- g) General requirements, directions and descriptions of work and materials, given in the Specifications or Drawings or Conditions of Contract are not necessarily repeated nor summarized in the Schedule of Prices. Tenderer is specifically advised to check and include any other item required for completeness of the total work as per the scope of work and specification and satisfactory performance of the total system.

**Currency**

All monetary reference in the Price Schedule shall be made in the Indian Rupees.

Dated this ..... Day of.....2023

Signature ..... in the capacity of .....

Duly authorized to sign Tenders for and on behalf of .....

.....

(IN BLOCK LETTERS)

Address ..... Witness .....

.....

..... Occupation .....

**BILL OF QUANTITY****Schedule:- B**

<b>BOQ Part-I</b> Engineering, Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA.					
<b>S. N</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (in Rs.)</b>	<b>Amount for the Qty. (in Rs.)</b>
1	Design & Supply, including transportation, of 02 No. of Column Type Vessel access telescopic gangway at Oil Jetty No. 07 and 08, along with all instruments and accessories as per the scope of work.	2	Unit		
2	Charges for installation, testing & commissioning of complete 02 Nos. of Column Type Vessel access telescopic gangway at Oil Jetty No. 07 and 08, including all civil grouting works, anchor bolts base plates, washers and nuts, all electrical works, control system, including manpower cost, as detailed in scope of work.	2	Unit		
<b>TOTAL (BOQ, Part-I)</b>					

**BOQ Part-II :-** Operation & Comprehensive Maintenance Contract for period of 5 years of 02 Nos of complete Column Type Vessel access telescopic gangway for Oil Jetty No. 07 and 08 at DPA.

S. N	Description	Qty.	Unit	Rate (in Rs.)	Amount for the Qty. (in Rs.)
1	Operation & Maintenance of 02 Nos of complete Column Type Vessel access telescopic gangway for Oil Jetty No. 07 and 08 at DPA including supply of all materials & manpower as per the mentioned scope of work.	2 X 60	months		
<b>TOTAL (BOQ, Part-II)</b>					
<b>Grand Total (BOQ, Part -I + Part -II), Rs.</b>					

**Note: -**

1. The rates to be quoted shall be inclusive of all charges, taxes, Cess, Duty etc. except GST, if any.
2. All above mentioned items in BOQ are including mobilization & demobilization complete in all respects and ready to use as per approved designs, drawings and specifications including installation, testing, inspection, commissioning, defect rectifications and Operation & Maintenance.
3. The above scope of work is only indicative, but not limited. However, the Contractor has to ensure completeness of the complete Column Type Vessel access telescopic gangway in all aspects by following all the latest Amendments, Specifications, Codes and Standards. It should be noted by the bidders that the information, size, specifications, & dimensions mentioned in this document are indicative only. As in Turnkey Contracts, the successful bidder shall workout detail drawings during detail engineering stage meeting the functional requirements as per OCIMF guidelines & other relevant standards, well within the sanctioned estimate, and submit the fresh drawings for approval to employer.
4. The scope of work specified in the document are Tentative only requirements. Any piece of unit or equipment not specifically mentioned in the scope of work, but required as per OICMF and other relevant standard guidelines shall be provided by the contractor at no extra cost and shall be deemed to have been specified.
5. Contractor has to visit the site for actual quantification of the proposed job and quantum of the job.
6. Contractor shall carry out site visit for complete understanding of the scope of work.
7. All the cables, steel structures at the jetty shall be provided with flame proof cables and fire proof painting shall be provided.
8. Rates of above BOQ to be submitted only in Financial Bid at [www.kpt.nprocure.com](http://www.kpt.nprocure.com).

**Total Amount in Words (excluding GST) \_\_\_\_\_ Only)**

**GST: \_\_\_\_ % extra.**

**Dated ..... day of ..... 2023**

**Signature of Tenderer**

## Schedule A

### Detailed components of each BOQ (Part -1) item, Rate & their quantities

**(To be filled by the Bidder as per Preamble of Volume II of Tender Document)**

Sl. No.	Description	Qty.	Unit	Rate	Amount
Total Amount, Rs.					

**Total Amount in Words (excluding GST) \_\_\_\_\_ Only)**

**Note: -**

1. To be filled by the successful Bidder as per Preamble of Volume II of Tender Document. It is mandatory for the Bidder to provide Schedule-A which is to be uploaded in n-procure portal with price bid documents. Further, final detailed components of each BOQ (Part -1) items, rate & their quantities has to be submitted by Successful bidder subsequently within 21 days of issue of LOA.
2. The rates to be quoted shall be inclusive of all charges, taxes, Cess, Duty etc. except GST, if any.
3. All above mentioned items in Schedule A are including mobilization & demobilization complete in all respects and ready to use as per approved designs, drawings and specifications including installation, testing, inspection, commissioning, and defect rectifications.
4. Total amount of the breakup of detailed components of each BOQ (Part -1) items shall match the amount quoted in Bill of Quantity, Schedule: - B, BOQ (Part-1).

Dated ..... day of .....2023

### Signature of Successful Bidder



**Form-10**

**(CERTIFICATE ISSUED BY THIRD PARTY AGENCY ON THEIR LETTER HEAD)**

**To,  
M/s Deendayal Port Authority,  
Kandla (Kutch)  
Gujarat,  
INDIA.**

**This is to certify that the (name of equipment) designed, manufactured and supplied to Deendayal Port Authority are conforming with the Quality Assurance and Standards as per proven design and Model No./Drawings submitted by M/s \_\_\_\_\_ in the Tender No. (insert tender no.) of Deendayal Port Authority.**

**Signature & Seal of Authorized  
Representative of TPI of supplier.**

**Form-11**

**MECHANICAL DESIGN REQUIREMENT**

- A. Site Organization
- B. Method Statement during Construction Phase
- C. Method statement- During Operation and Maintenance phase of 5 years
- D. Mobilization and Construction Schedule during construction phase
- E. QA / QC Procedures
- F. HSE Policies

**(The above detail shall be provided by the Tenderer as a part of technical proposal)**

**AS DETAILED IN TECHNICAL SPECIFICATIONS.**

**Seal and signature of the Contractor**

**Form-12**

**(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)**

To,  
M/s Deendayal Port Authority,  
Kandla (Kutch) Gujarat,  
INDIA.

This is to certify that the proven design submitted with Bid conforms with all the standards and generic specifications of (name of equipment) given at Page No. \_\_\_\_ of the Tender No. (insert tender no.) of Deendayal Port Authority.

**Signature & Seal of Authorized  
Representative of the Manufacturer**

## Form 13

***Specimen format for Pre-qualification of bidders***

The information to be filled in by the bidder in the following pages will be used for purposes of pre-qualification as provided for in the instructions to Tenderer.

**1. Only for individual bidders****1.1** Constitution of legal status of Bidder (Attach copy)

- Place of registration:
- Principal place of business
- (power of attorney of signatory of Bid (Attach)

**2. Turnover of the Firm**

Description	Year	Turn over
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year as certified by Chartered Accountant		

Attachment: financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during last three year ending on ending 31<sup>st</sup> march of the previous year.

**3. Similar works**

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 7 years.			

Attachments: Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employer reserves the right to verify the information:

**4. Information on litigation history in which the bidder is involved.**

Other party (ies)	Port	Cause of dispute	Amount	Remark involved showing present status.

**5. Additional information bidder may like to submit**

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

[Type here]

Form-14

**SPECIMEN FORMAT FOR DECLARATION**

(To be executed on bidder's Letter Head)

SE(M)

CME Liaison office

1<sup>st</sup> floor, A.O. Building

First Floor, Gandhidham – 370201

Kutch – Gujarat

Phone: + 91-2836-270484, 220636

Fax: + 91-2836-220636

Ref: \_\_\_\_\_(Project title)

Sir,

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.
- (c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned / de-listed by any government or PSUs.
- (f) We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_  
 Represented by (Name & capacity) \_\_\_\_\_

[Type here]

## Form -15

**SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS**

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: however, the bidders note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

[Type here]

## Form-16

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT*****(To be submitted on Non-judicial Stamp Paper of appropriate value)***

This Joint Venture /Consortium Agreement is made and entered into on this... day of. 2023 by and between (i) M/s. .... ***(Name of the firm to be filled-in)***, (ii) M/s..... ***(Name of the firm to be filled-in)***, primarily for the work under the Deendayal Port Authority.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium.

**1. Formation of Joint Venture/Consortium**

- 1.1. (i)M/s..... ***(Name of the firm to be filled in)*** is engaged in..... ***(Details of the works undertaken by the party)***  
 (ii)M/s.....***(Name of the firm to be filled in)*** is engaged in..... ***(Details of the works undertaken by the party)***

- 1.2 On behalf of Board of Deendayal Port Authority of Deendayal Port (hereinafter referred to as - Employer11), the Dy. Chief Mechanical Engineer, Deendayal Port Authority has invited bids from the experienced, resourceful and bonafid Developers with proven technical and financial capabilities of executing the work ..... ***(insert the name of the work)*** .....

- 1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and ***(Name of Partner to be filled in.....)*** shall be the Lead Partner and (i) ***(Name of Partner to be filled in.....)***, (ii) ***(.....Name of Partner to be filled in.....)***, shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

14. The Joint Venture/Consortium will be known as... ***(..... Name of JV to be filled in.....)*** and shall consist of (i) ***(Name of the firm to be filled in)***, (ii) ***(Name of the firm to be filled-in)***, parties to the present agreement
15. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement
16. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid
17. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as herein after provided.
18. The Joint Venture/Consortium will be dissolved and this agreement will cease to have  
 [Type here]

effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

19. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...***Name of JV/Consortium*** to be ***filled in.***) and the Contract shall be signed by legally authorized signatories of all the parties
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
  - (i) M/s..... (*Name of the partner to be filled- in*)
  - (ii) M/s..... (*Name of the partner to be filled- in*)
  - (iii) .....
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
  - a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
  - b) (***Name of Partner to be filled-in***) shall carry out the following works.....
  - c) (***Name of Partner to be filled-in***) shall carry out the following works.....
  - d).....
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the -Board of Port of Deendayal for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for nonperformance of the whole contract irrespective of their demarcation or share of work.
- 1.17 The Lead Partner shall be authorized to act on behalf of the JV/Consortium
- 1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner
- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive

[Type here]



instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged. in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the ..... day of ..... 2023..

**(i) Signature Name**

**Designation seal &**

**Common seal of the firm**

**(ii) Signature Name**

**Designation seal**

**Common seal of the firm**

**Witness1.....**

**Witness2.....**

## Form-16 Annexure-A

**PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM**

*(To be submitted on Non-judicial Stamp Paper of appropriate value)*

By this Power-of-Attorney executed on this .... day of ...(month) of 2023, we,

(i) (.....Name of legally authorized signatory of first partner to be filled in  
.....), (ii) (.....Name of legally authorized  
signatory of second partner to be filled in),

.....hereby jointly authorize and agree the Lead Partner,  
M/s (.....Name of the lead partner to be filled in.....), (a) to submit bid,  
negotiate and conclude contract and incur all liabilities therewith on behalf of the  
partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful  
bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV  
/Consortium and to carry out the entire execution of the contract including payment for  
the work of .....(insert name of the work)..... exclusively through Lead Partner.

(i) Signature Name Designation seal  
&  
Common seal of the firm

(ii) Signature Name Designation seal  
&  
Common seal of the firm

Signature, name and seal of the certifying authority/ Notary Public.

## Form-16 Annexure- B

**FORMAT FOR DETAILS OF CONSORTIUM MEMBERS**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member*				
Name: Designation:				
Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date – Completion Date)	Status
1.				
2.				
3.				

## Form - 17

**SPECIMEN LETTER OF INTEGRITY PACT**  
**(To be executed on Rs. 300/- non-judicial stamp paper)**

INTEGRITY PACT

**Between**

**Deendayal Port Authority (DPA)** hereinafter referred to as "**The Principal**"  
 and

..... (Name of The bidders and consortium members)  
 hereinafter referred to as "**The Bidder / Contractor**"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) /concession(s) for Tender No. .... The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

### Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### Section 5 - Previous transgression

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

### Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

## Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

## Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request

the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

#### Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue be valid despite the lapse of this Pact as specified above, unless it is discharged / determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 6 months of the award of the contract.

#### Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

(Office Seal)

Place : Gandhidham

Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_

Witness-1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness-2 :

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Part 2 – Supply Requirements**

### **SECTION-V**

#### **SCHEDULE OF REQUIREMENTS**

##### **Contents**

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications.
4. Drawings
5. Inspections and Tests
6. Exception and Deviations

### 1. List of Goods and Delivery Schedule

NAME OF WORK: "Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA".

Line Item No.	Description Of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in TIS	Delivery (as per Incoterms) Date	
					Delivery Period	Tenderer's offered period (to be provided by the Tenderer)
1	2	3	4	5	6	7

Name of bidder  
 Signature of Bidder  
 (Insert complete name of Bidder)  
 {Signature of person signing the BID}  
 Date (insert date)

## 2. List of Related Services and Completion Schedule

NAME OF WORK: "Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA".

Service	Description Of Services	Quantity & Unit	Place Where Services shall be performed
1	2	3	4
1	Five Years Operation & Comprehensive Maintenance Contract		Oil Jetty nos. 7 & 8 at Old Kandla or as mentioned in the tender.

Name of bidder  
 Signature of Bidder  
 (Insert complete name of Bidder)  
 {Signature of person signing the BID}  
 Date (insert date)

### 3. TECHNICAL SPECIFICATIONS:

Employer's requirements, Scope of Work, and Indicative Specifications & Drawings are in the Volume II of this tender document, which forms part of the bidding documents.

#### GENERAL:

- 1.01 The broad scope of work includes Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty Nos. 07 and 08 of DPA, which broadly includes design, engineering, procurement of materials and bought out components, manufacture, fabrication, assembly at shop, inspection, testing and painting at manufacturer's works, packing and supply, supervision of erection, installation, pre-commissioning, commissioning and performance/operational testing at sites and then comprehensive operation & maintenance of Two (02) No. Column Type Vessel access telescopic gangway for Oil Jetty No. 07 & 08 at Deendayal Port Authority Kandla.
- 1.02 The Deendayal Port Authority proposes to carry out the works of Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA, at Old Kandla of Deendayal Port Authority. And any other statutory approvals, if any, shall be obtained by the contractor at its own cost and responsibility. The tentative & indicative technical specification and terms and condition are mentioned below.
- 1.03 The specifications given for the subject work describe certain broad & indicative requirement to which the contractor shall work, but this shall not absolve the contractor from his responsibility to carry out the work in apt and proper manner and acceptable in all respects as per standard practice even if there is any omission in the prescribed specification. If required, the bidder shall carry out his own design & engineering for meeting the purpose of the work.
- 1.04 The materials/ equipment/ items to be installed for the work shall be latest, original, interchangeable & of relevant standards.
- 1.05 The locations for installation of the system is Oil Jetty No. 7 and 8, Old Kandla.
- 1.06 **Statutory Approvals & Certifications:**
  - Any statutory approvals as required / applicable, shall be in scope of the Contractor. DPA shall only provide assistance for the same. Fees towards all such statutory clearance/ certification shall be borne by the Contractor and same shall be reimbursed by DPA after submission of the request & original receipt of such fees in name of "Deendayal Port, Kandla" for the facility only. The requisite reports/ data shall be provided by DPA as per availability for such applications.

- The Column type Telescopic gangway system must be certified by independent international classification agency such as IRS, BV, DNV or any Classification Society who is a member of International Association of Classification Society, for compliance of relevant specifications, standards, tests & certifications mentioned in the document for use in the Oil Jetty -7 and 8. Also the Gangway shall be certified by any independent international classification agency for OCIMF norms, if any, compliance.
- Any other statutory clearance/ certification, if any, shall be in scope of the contractor.
- Fees towards all such statutory clearance/ certification shall be initially borne by the contractor and same shall be reimbursed by DPA after submission of the request & original receipt of such fees in name of “Deendayal Port, Kandla” for the facility only.

1.07 The following are the particulars of tidal levels related to the chart datum at the Kandla Tidal station:

Highest High water level:	(+) 7.59 m
Mean High water spring:	(+) 6.66 m
Mean High water Neap:	(+) 5.71 m
Mean Sea level:	(+) 3.88 m
Mean Low Water Neap:	(+) 1.80 m
Mean Low water spring:	(+) 0.80 m
Lowest Low water level:	(-) 0.40 m

## 1.08 CLIMATIC CONDITIONS

The climate at Kandla is hot, humid, dusty and salt laden, conducive to rust. During summer, the temperature varies from 25° C to 46° C and in winter, which is mild from 10° C to 25° C. Kandla falls under scanty rainfall zone

## 1.09 AIR TEMPERATURE

The minimum ambient air temperature at Kandla is 10° C and the maximum ambient air temperatures observed are 46° C (Outdoor) and 40° C (Indoor).

## 1.10 WIND PRESSURE

Wind velocity of 25 to 60 kmph is common on any day, especially during summer (March to September). The maximum wind velocity recorded is 200 kmph. The direction and the average wind speed observed are as under:

Period	Direction	Average Speed
• October – March	North-East	10 kmph
• April – May	South-East	20 kmph

• June – September	South-West } North-East }	60 kmph
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### 1.11 TIDES

Tides of Gulf of Kutch, close to Kandla, with reference to the Chart Datum, are as follows:

☐ Low Water Springs	(+) 0.78 m.
☐ Low Water Neaps	(+) 1.81 m.
☐ Sea Level	(+) 3.88 m.
☐ High Water Neaps	(+) 5.71 m.
☐ High Water Springs	(+) 6.66 m.

### 1.12 WAVES AND AIR

The Port is protected from the waves, since it is at the leeward end of Gulf of Kutch. The air is always laden with saline spray. In addition, very fine particles of bulk cargo handled at the Port viz. finished fertilizer and its raw materials, coal, iron scrap, solvent extractions, salt, etc. are always present in the air.

### 1.13 SEISMIC FORCE

Kandla falls under Seismic Zone No. V, hence necessary forces are to be considered as per IS: 1893.

### 1.14 RAINFALL

Rainfall in Kandla is very low. Between January and April, there is normally no rainfall. Rainfall mainly remains confined between June and August. During the remaining months, the rainfall is scanty. The average annual rainfall is around 200mm only. However, there have been years when the rainfall was heavier, though such occasions are not common.

### 1.15 RELATIVE HUMIDITY

The relative humidity at Kandla is of the order of about 70%.

### 1.16 TROPICALISATION

All the Electricals of proposed system shall be given tropical and fungicidal treatment in view of the severe climatic conditions prevailing at Kandla site. Such Tropical protection shall conform to BS/CP/1014-1963 or latest viz. "Protection of electrical equipment against climatic conditions".

- 2.0** The project involves various activities mentioned under Vol – II: Clause No 2: Scope of Work in Brief and detail requirement and technical specification are mentioned under respective clause in Vol –II.

The general engineering design of layout of the proposed system is provided in Volume II of the tender document to the Tenderer for their guidance.

However, training of the DPA staff shall also be arranged by the Contractor after commissioning of the system. The training will have to be imparted at DPA's site. The Cost of Training and related arrangement shall be borne by the Contractor.

### **3.0 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT INCUDING THE COST OF SPARES AND OPERATION OF THE SYSTEM.**

Comprehensive Maintenance of the complete system including the cost of spares and operation of the complete system:

- 3.01 The operation & comprehensive maintenance contract means that the contractor has to carry out the operations; preventive, scheduled and breakdown maintenance of the complete systems with all spares & labour for five years from the date of satisfactory commissioning.
- 3.02 The maintenance of the whole systems shall be carried out as per the relevant IS and other relevant standard guidelines. The maintenance period shall start after successful commissioning and handing over to DPA as per clause of the Tender Document. The maintenance of the whole system shall be for five years on monthly basis as per the Scope of Work incorporated in technical specification of the Tender.
- 3.03 The contractor has to deploy suitable & sufficient number of experienced persons including engineers, operators, technician, helpers etc. as required, for round the clock for the O&M of the telescopic gangway at Oil Jetty No.7 and Oil Jetty No. 8.
- 3.04 The Contractor shall operate and maintain the complete telescopic gangways round the clock for a period of five years from the date on which the completion certificate is issued by the Employer for whole of the works. Also the contractor shall carry out repairs, defects if any, servicing and operation & maintenance for a period of five years at his costs and expenses maintain and keep the whole of the works executed through this tender in thorough repair satisfactorily.
- 3.05 The O&M shall commence from the date of acceptance of the system at each site for a period of 05 years. The Contractor shall have to supply all the spares and consumables alongwith labour required during the O&M period. All other relevant points such as preventive maintenance and break down maintenance, housekeeping, record keeping, report generation etc. shall be taken care by the Contractor as per OEM manual & in consultation with the



EIC within 30 days of commissioning and acceptance of the system. The Contractor shall install one set of latest Desktop Computer with UPS and one laser printer for report generation and O&M management purpose.

- 3.06 The Contractor shall paint the relevant steel structure & surfaces, pipelines, valves etc. of the Column Type Vessel access telescopic gangways with appropriate anticorrosive paints once in a year 2<sup>nd</sup> year onwards. However, in case there is signs of corrosion on the steel at any point of time during the O&M period, the Contractor shall have to take immediate steps to check it by applying anticorrosive paints.
- 3.07 If the Contractor at any time during the aforesaid period fails to maintain and keep in thorough repair the said works, the Employer may carry out the said repair on their own or through any other person and shall be entitled to recover the costs and expenses incurred by them for the said purpose from any amount due to the Contractor or become due to the Contractor either under this contract or any other contract or from any amount lying with them or under their control.

### 3.08 CONTRACTOR'S OBLIGATIONS

- i. Replacement cost of spares required for maintenance/faulty spares/components, consumables during the tenure of contract period and Operation & Maintenance period will be in Contractor's account.
- ii. Consumable like Cotton-waste, Soap, Fuel, Cleaning cloths, Detergent, Solutions, Taps, Anti- corrosion-fluid, cleaners, Liquid, Lub. Oil, Grease, Hyd. oil, etc. as required, shall be included in the Operation & Maintenance period. D.P.A. will only supply electricity required for operation of the proposed systems, except that no other material will be supplied.
- iii. Sufficient stock of necessary spares required during the preventive, breakdown maintenance shall be included in the O&CAMC.
- iv. Contractor shall carry out all Preventive Maintenance as per the Manufacturers Service Schedule/ Maintenance plan. The Maintenance shall be carried out as per the Manufacturers standard procedure and according to the instruction manuals.
- v. Contractor has to keep and submit all records of the daily/preventive/breakdown inspection and maintenance of proposed system and end of each month the contractor will submit the computerized log book, record of maintenance, formats duly filled up as required by the Employer.

- vi. Recognize that all the assets covered under AMC system, tools, test equipment's, manuals and other documents which are handed over to DPA while taking over/handing over of the proposed systems will be the property of the owners and not to dispose without the approval of the owner or any of the properties of the owner, unless such property shall be of no material value and not required for the CAMC.
- vii. Prepare and submit a mobilization plan including Staffing, Materials Management Plan (MMP), Maintenance Management Plan covering conditions of monitoring techniques, list of spares required and existing.
- viii. Review quantity in stock and adequacy of spares at the end of guarantee period and arrange to procure the required spares, as per the MMP.
- ix. Review to update maintenance plans periodically, with intimation to owner and refrain from using proposed systems for purposes other than handling cargo at berths and to and from ships without prior intimation and permission of the owner. ~~(-Deleted-)~~
- x. Install, run and update computerized inventory and maintenance control systems.
- xi. Establish emergency procedures, which shall include action during cyclone, fire, natural calamities and such exigencies etc.
- xii. As per requirement, calibrate and set meters, safety devices, protection devices, measuring instruments, gauges etc. periodically to ensure accuracy.
- xiii. Make the proposed systems available timely for inspection by owner or other competent authorities
- xiv. Critical Spares shall be restored to original level at the time of completion of Operation & Maintenance period or termination due to unsatisfactory performance.
- xv. Assets handed over to the AMC contractor for any improvement in operation shall revert back to owner free of cost, subject to normal wear and tear. ~~(-Deleted-)~~
- xvi. The contractor shall engage duly qualified team & operators (skilled and unskilled), etc., as required for carrying out Operation & maintenance comprising of at least one engineer apart from

others. The contractor has to post enough staff so that the proposed systems are looked after properly round the clock, the employer has got the right to request the contractor to increase the staff if not found sufficient. The contract Engineer will report to the Engineer In Charge for day to day activity.

- xvii. The responsibility of the O& CAMC Contractor includes operation, procurement, stocking and use of maintenance spares as well as consumables required for satisfactory performance.
- xviii. To provide trained staff / operators for the Proposed systems for round the clock operation.
- xix. The Contractor shall comply following statutory requirements during the period of five years of Comprehensive Operation & AMC.

### 3.09 Personal Protective Equipment: (PPE)

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

#### a. Conduct:

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

#### b. Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the EIC.

#### c. Watch and ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine /equipment /system used for the work at his own cost till the date of acceptance of the work by DPA.

#### d. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

#### e. Engagement of Labour:

The contractor shall, unless otherwise provided in the Contract,

make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

**f. Police verification of contract labour**

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all Contract Laborers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as "Prohibited Area". Contractor who would be awarded contract is required to comply with the above requirements.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer In Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

**g. Submission of Labour Reports by Every Fortnight:**

The contractor shall submit, by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of labourers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity Benefit, according to applicable laws and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in- Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding

on the contractor

**h.** No Labour Below 18 Years: No labour below the age of 18 (Eighteen) years shall be employed on the work.

**i.** Registers to be maintained at site from commencement of work

- Site order Book:

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

- Hindrance Register

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer In Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

- In addition to registers maintained as mentioned, the contractor is required to maintain the following registers:

1. MUSTER FORM XVI
2. REGISTER OF FINES FORM XXI
3. REGISTER OF DEDUCTION FOR DAMAGE OR LOSS FORM XX
4. REGISTER OF WAGES FORM XVII
5. REGISTER OF ACCIDENT, MAJOR ACCIDENT FORM No 29
6. REGISTER OF WORKMEN EMPLOYED by CONTRACTOR FORM 13
7. REGISTER OF ADVANCE FORM XXII
8. REGISTER OF OVERTIME FORM XXIII
9. Profile of staff personnel for posted staff during O& CAMC period.
10. Consumable, Tools and Plants.

All the documents prepared by the contractor will be the property of DPA. The contractor will not share the information contained in the above said log books registers with any outside person without written permission of EIC.

The contractor will hand over the logs and registers to DPA at the time of completion of contract period.

- j. No damage, hindrance or interference to the Port activities:  
The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.
- k. Tools & Tackles:  
All the tools, tackles, bricks, cement, ladders etc. for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by him. The EMPLOYER shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.
- l. Labour License:  
The contractor will have to obtain License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he is engaging ten or more workers on any day during execution of work.

### 3.10 TAKING OVER ON COMPLETION OF O&CAMC

Six months prior to the closure of O&CAMC of five years, the owner and the contractor along with third party shall meet to undertake upfront inspection to access the condition of the system and the repairs necessary to bring them to satisfactory working condition. The O&CAMC contractor shall carry out all the repairs necessary for this purpose at his cost and hand over the plant in fully working condition. At the time of handing over the system, the contractor will have to submit a list of spares required for operating the system for a period of at least 1 year from the date of handing over of the system to DPA.

### 3.11 Third Party Inspection for O&CAMC work:

DPA shall appoint the TPIA who will visit once in a month for monitoring the O&CAMC work, if any observations/ queries are made by Third Party Inspection agency; the same shall be complied by contractor before next schedule visit. The TPIA will check and certify the same. Payment for subsequent month may withhold if any quarries raised by TPIA are not complied by the contractor (Under the scope of O&CAMC works). The charges incurred for Third Party Inspection agency will be borne by DPA.

### 3.12 PORT OBLIGATION

- a. On completion of erection work & commissioning of proposed systems, adequate space for storage of spares, tools & tackles shall be provided by DPA free of cost at convenient location during the period of O& CAMC as per availability. However additional accommodation for office purpose, if required, shall be provided on chargeable basis as per approved scale of rates.
- b. During DSITC period till commissioning of complete Gangway system the electricity and water required for the work has to be arranged by the contractor. If made available by DPA, shall be charged as per applicable tariff. A single point power supply from near substation shall be provided to the contractor at his own risk & cost to MCC panel for Gangway system, the power cable for Gangway system shall be distributed from MCC Panel. Contractor has to arrange the route for cabling for the operation of complete Gangway system. During Operation and Maintenance period electricity power will be provided by Deendayal Port Authority free of cost. However, all the arrangement for tapping the source of electricity at convenient point & install metering system shall be made by the contractor at his own risk & cost. Water required for the work has to be arranged by the contractor. If made available by DPA, shall be charged as per applicable tariff.
- c. Residential accommodation at Port Colony for the staff of the contractor shall be provided by the DPA, on request and subject to availability of quarter on chargeable basis as per DPA's Terms and conditions.

### 3.13 SPECIAL CONDITONS OF O& CAMC CONTRACT

- 3.13.1 The contractor is liable to carry out all maintenance work including any failure/break down during operation with immediate intimation to the Engineer in charge of DPA and make the proposed system ready for operation expeditiously by keeping all the maintenance staff round the clock. The surface preparation & painting shall be done by the Contractor wherever rusted. The O&CAMC is inclusive of all spares, consumables and labour required for the period during the tenure.
- 3.13.2 No telephone communication etc. will be provided by the Deendayal Port Authority. Contractor has to arrange their own.
- 3.13.3 No vehicles/conveyances will be arranged for the Operation & maintenance staff/officials of contractors by the D.P.A., Contractors has to arrange a vehicle for his staff at his cost.

3.13.4 All other condition of the Contract shall be as per GCC to be read with SCC.

### 3.09 INSURANCE:

- I. The contractor shall be responsible to insure all the assets at site against damages including break downs, theft etc.
- II. No claim/compensation whatsoever will be entertained by the D.P.T for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's staff/officials. Contractor has to have his own arrangement of insurance for their staff and property at their own.

### 3.10 TERMINATION OF CONTRACT

In case of the performance of the contractor is not found satisfactory; DPA reserves the right to terminate the O & CAMC with one-month notice. In such event B.G. towards performance guarantee of the Contractor shall be forfeited by the Employer.

### 4.0 DRAWINGS.

The general jetty layout and other related drawings are provided in Volume II of the tender document to the Tenderer for their guidance.

### 5.0 THIRD PARTY INSPECTION AND TESTS

The broad scope of TPI (not limited to) includes the following:

1. The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.
2. The Third Party Inspection Agency and/ or DPA's official will carry out approval of drawings if any, items inspection at manufacturer's works/site, dispatch clearance from manufacturer's work, certification for releasing stage payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
3. The successful bidder is required to execute the work at each and every stage with approval of the Third party. The Execution of the work shall be subject to third party inspection by the agency engaged by DPA. The contractor is required to comply the observations, queries of the agency and any cost incurred from this purpose shall be the responsibility of the contractor.
4. The Successful bidder is required to carry out the soil testing, if required, at the site of the installations and design / modify the civil structure with approval of the third party, if required. The cost towards soil testing shall be borne by the successful bidder.
5. The Third Party shall carry out inspection of work as per tender specification/relevant standard. All tests shall be carried out in the presence



- of the TPI and Engineer In-charge or representative and any corrections found necessary shall be carried out accordingly.
6. The tests shall include operational and capacity tests. The date for operational and capacity test shall be set by the Contractor and after consent of Engineer In-charge. Engineer In-charge shall be informed of the date in advance.
  7. All materials and equipment's, which fail during the test, shall be replaced by the contractor without any extra cost to the Employer and the test shall be repeated on the new equipment/item. All instruments and tools required for tests shall be supplied by the contractor.
  8. The Scope of third Party Inspection shall include the following as minimum requirements. All the below tests shall be witnessed by TPI
    - a) Physical & Visual Inspection of all components & parts of the entire systems.
    - b) Dimensional Inspection of Telescopic gangway.
    - c) Physical checking of operation of the Telescopic gangway.
    - d) Verifying the Test certificates.
    - e) Review of manufacturer's Test certificates for the manufactured and supply items.
  9. The scope of TPI includes Inspection of the construction, if required, Installation, Commissioning works from start to finish by deploying modern methods of supervision and control. Verify the setting out of the works done by the contractors. Also the Gangway shall be certified by any independent international classification agency for OCIMF norms, if any, compliance. Approved design/ drawings. Ensure that the works adhere to the levels, alignment and dimensions specified in the drawings approved by the client.
  10. Third party Inspection Agency (TPIA) for the supply, installation, testing & commissioning and subsequently for the Operation & CAMC work shall be engaged by DPA at own cost. TPIA shall inspect and certify the materials, systems and works as per the scope and specification mentioned for the work.
  11. Inspection of the works to ensure conformance of works and materials to relevant BIS standards/International Standards, bid specifications/drawings as mentioned in Vol-II. Approve materials and quality of works based on test results produced by the works Contractor, factory inspection, site testing etc. (Quality control)
  12. Inspect all the completed works once in months during the defects liability period and assist DPA in ensuring that the contractors attend to all kinds of construction defects brought to their notice.
  13. Review and approve contractor's drawings, scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues;
  14. Inspect the works at appropriate intervals during defect liability period and certification issue as per following:

- 14.1.**Material verification with mill test certificate witnessing physical tests on specimens for representing critical parts submitted item.
- 14.2.**Approval of welding procedures and welder's qualifications tests in accordance with approved QAP.
- 14.3.**General examination during and on completion of fabrication and machining of main structural steel work to ensure good workmanship and compliance to approved QAP are met with as per the relevant codes.
- 14.4.**Examination of all critical items and their assembly together with main items of electrical equipment, including control and protection panels, limit switches, controllers, wiring etc. Verification of electric motors against manufacturers works test certificates to ensure compliance to specifications.
- 14.5.**Final inspections on completion of manufacture and shop assembly, including verification of principal dimensions. All prescribed load, overload tests and functional tests of the drive, and all the mechanisms, mechanical apparatus and electrical equipment to be witnessed.
- 14.6.**Every month, the inspection agency shall send an updated progress report in the form of time bar chart/CPM chart that was originally furnished by the contractor.
- 14.7.**Witnessing assembly and erection at site in Kandla, together with load and functional tests.

**Signature & Seal  
of Contractor**

**SE(M)  
Deendayal Port Authority**

## **SECTION – VI**

### **GENERAL CONDITION OF CONTRACT**

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## **Section VI. General Conditions of Contract**

### **1. Definitions**

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Employer" means the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board or as specified in SCC.
- (b) "Contract" means the Contract Agreement entered into between the Employer and the Contractor together with the Contract Documents referred to therein, including all attachments, appendices and all documents incorporated by reference therein.
- (c) "Contractor" means the natural person, private or Government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement or his representative who is duly authorized to deal with the contract.
- (d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (e) "Contract Price" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deduction there from, as may be made pursuant to the Contract.
- (f) "Day" means calendar day.
- (g) "Completion" means the fulfillment of the supply of Goods and Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (h) "Commercial Use" means use of Goods, which the contractor contemplates or of which it is commercially capable after enacting at Project site.
- (i) "GCC" mean the General Conditions of Contract.

- (j) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the Contract.
- (k) "Employer's Country" is INDIA.
- (l) "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
- (m) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and maintenance and other such obligation of the Contractor under the contract.
- (n) "SCC" means the Special Condition of Contract.
- (o) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the goods to be supplied or execution of any part of related services is subcontracted by the Contractor under intimation to the Employer.
- (p) "The project site" where applicable means the place named in the SCC and in pursuant to ITT clause 14.6 a (iii) and 14.6 b (ii).
- (q) "Engineer In Charge" means Employee of Employer or any other person or firm, nominated by the Employer or as specified in SCC.

## **2. Contract Documents**

- 2.1 Subject to the order of precedence set forth in the Contract Agreement all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The contract agreement shall be read as a whole.

## **3. Fraud and Corruption.**

- 3.1 The Employer as well as Tenderer, Contractor, Sub-Contractor and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer:

- (a) Defines, for the purpose of this provision the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly or anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - a. "Collusive practice" means a scheme or arrangement between two or more tenderers designed to establish Tender prices at artificial noncompetitive levels and;
  - b. "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) Will black list a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;
- (c) Will have the right to enquire that Contractor to permit the Employer to inspect their account and records and other documents relating to the Tender submission and contract performance.

#### **4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Inco-terms.

- (a) Unless inconsistency with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by incoterms as specified in SCC.
- (b) The terms EXW, FOB, CIF and other similar terms, when used shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communication, negotiations and agreements (whether written or oral) or the parties with respect thereto made prior to the date of contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Non waiver

- (a) Subject to GCC sub-clause 4.5(b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative or the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions and conditions of the contract.

#### 4.7 Employer's Lien

The Employer shall have lien on and over all or any money that may become due and payable to the contractor under those present and/or also on and over Performance Guarantee lodged under this contract which may become payable to the Contractor under the condition on that behalf herein contained for or in respect of any money of any set of all or any of these moneys or Performance Guarantee against any debit or sum that may become due and payable to the Employer by the Contractor either alone or jointly with another or other and either under this or under any other contracts or transactions of any nature whatsoever between the Employer and the Contractor.



## 4.8 Execution

The Contractor/contractors shall and will in consideration of the payment to be made to him/them as hereinafter provided construct, execute and do the works described in the specifications and in the manner and upon the terms set forth in the specification and in the manner and in accordance with the drawing at the respective rates entered in the Price Schedule in accordance with such other drawings and instructions as may pursuant to the provisions hereinafter contained from time to time be pointed out, furnished and given to him/them by the Employer and/or the Engineer and under the subject to the terms, stipulations and provisions of Contract.

## 5. Language

5.1 The Contract as well as all correspondence and documents relating to the contract exchanged by the Contractor and the Employer, shall be written in "ENGLISH". Supporting documents and printed literature that are part of the contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract this translation shall govern.

5.2 The contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translations, for documents provided by the Contractor.

## 6. Joint Venture, Consortium or Association

6.1 If the Contractor is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture consortium or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer.

## 7. Eligibility

7.1 A contractor or subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted incorporated or registered and operates in conformity with the provisions of the laws of that country.**(NOT APPLICABLE)**

## 8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

## 9. Governing Law

- 9.1 The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.

### 9.2 Dock Safety

For the work carried out within dock area in the vicinity of any wharf or quay, the contractors shall abide by all the provisions of the Dock Workers (Safety, Health & Welfare) Regulations 1990.

### 9.3 Labour/Minimum wages

- (a) The Contractor or his sub - contractor shall not employ a young child as per applicable laws. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act. 1948.
- (b) The Contractor or his sub-contractor shall also see that all the provisions set forth under the Minimum wages Act as amended from time to time are fully complied with by him/them and shall maintain necessary registers and records for payment of wages, overtime etc. made to his/their workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India or such authorized persons appointed by Central or State Government.
- (c) The contractor/contractors shall also see that the provisions regarding employment of young persons covered by the Employment of Children Act, 1938 and the Factories Act, 1948 as amended from time to time shall be fully complied with.
- (d) Notwithstanding anything herein contained the contractor shall comply with all of the provisions of the Contract Labour (Regulation

and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable.

- (e) The rates quoted by the contractor in the Price Schedule shall be deemed to include expenses whatsoever that the contractor may be required to incur for compliance with the provisions of the above Acts.
- (f) In pursuant of Section 21 of the above Act and Rule 25(2) (V) (A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by the Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer's Schedule shall not be less than those specified in the Schedule of "Fair Wages".
- (g) The contractor shall make his own arrangements for the engagement of all labour.
- (h) The contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.
- (i) If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages, the same shall be borne by the contractor/contractors. The contractor shall be responsible for the observance by his sub-contractors, of the foregoing provisions/precautions.
- (j) The Contractor shall make necessary arrangements for the representative of the Employer and/or his representative to witness the payment made by the Contractor to his labourers. The contractor shall also submit periodical returns of labour employed by him and wages paid, to the Employer's representative.

#### **9.4 Fair wages:**

- (a) The contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Central Public Works Department as Fair Wages payable to the different categories of labourers. However, subject to the other provisions of any other law for the time

being in force in the country, the minimum rates of wages for any person/persons below 18 years of age and for disabled persons are 70% respectively of the rates payable to adult workers of the appropriate category.

- (b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the subcontractor in connection with the said work, as if the labourer had been immediately employed by him.

- (c) Display of notices regarding wages etc.,

The Contractor shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Employer.

- (d) Wages book and wage slips.  
The contractor shall maintain:

X) A wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-

- i) Rate of daily or monthly wages,
- ii) Nature of work on which employed,
- iii) Total No. of days worked during each wage period.
- iv) Total amount payable for the work during each wage period.
- v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made.
- vi) Wages actually paid for each wages period.

Y) A wage slip for each worker employed on work provided that the Employer may grant exemption from the maintenance of the wage slip, if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books as specified in Clause.

- (e) Preservation of books and slips  
The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.

(f) Inspection of books and slips

The contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received to the Employer or any other person authorized by him on his behalf.

(g) Powers of the Employer to make investigation/enquiries.

The Employer or any other persons authorized by him on his behalf shall have powers to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the contractor or subcontractor in regard to such provision.

The Employer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of aforesaid fair wages, except on account of any deductions that may be permissible under any law for the time being in force.

(h) Representation of parties

(a) A worker shall be entitled to be represented in any investigation or enquiry under this clause by:

(i) An officer of registered trade Unions of which he is a member.

(ii) Any officer of Federation of Trade Union to the Trade union referred to in the previous sub-clause is affiliated.

(iii) Where the worker is not a member of any Registered Trade Union, or of any approved trade union by an officer of a registered trade union connected with industry in which the worker is employed.

(b) An Employer shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an Association of Employer of which he is a member.

(c) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

## 9.5 Workmen compensation

The contractor shall indemnify the Employer in the event of the Deendayal Port Authority being held liable to pay compensation for injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.

## **10 Settlement of Disputes** (Modified as per SCC of Section – VII)

10.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with Contract.

10.2 If, after twenty –eight (28) days the parties have failed to resolve their disputes or differences by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceeding shall be conducted in accordance with the rules procedure specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein.

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Employer shall pay the Contractor any amount due the contractor.

## **11 Scope of Supply**

11.1 The goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

## **12 Delivery and Documents**

12.1 Subject to GCC sub-clause 32.1 the Delivery of the Goods and Completion of Related Services shall be in accordance with the Delivery and Completion schedule specified in the schedule of Requirements. The details of shipping and other documents to be furnished by the Contractor are specified in the SCC to the address specified in accordance with GCC clause 8.1. The Goods and related services shall be delivered to the Project site in accordance with

ITT clause 14.6.

### **13. Contractor's Responsibilities.**

13.1 The contractor shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule as per GCC Clause 12.

13.2 Phasing of work:

The contractor will be required to furnish a phased program of the work as to how he intends to complete the work to the Employer immediately on receipt of the work order and to proceed with the preliminary preparations. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such program so as to complete the entire work within the stipulated completion period. Within fifteen days from the receipt of Letter of acceptance, the successful tenderer/contractor shall submit a detailed computerized squared network chart (PERT/CPM Chart) with month wise milestone indicating clearly the physical and financial progress of the work, free of cost to the Employer. The Employer will monitor the progress of work in accordance with the chart so submitted. Should there be any sort of delay attributed to any reason whether on part of the Employer or on the Contractor, the Contractor shall make available a revised squared Network Chart PERT/CPM with original actual scheduled dates and fresh revised dates separately for each milestone as and when requested by the Employer, free of cost. This arrangement will continue till the deliveries, erection and commissioning are enacted and the contract work completed. The PERT/CPM chart should be computerized and easily reproducible/modified. The soft copy of the PERT/CPM network should also be made available to the Employer free of cost along with the prints of the chart.

### **14. Contract Price.**

14.1 Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the price quoted by the Contractor in its Tender, with the exception of any price adjustments authorized in the SCC.

14.2 Variation in the rates of other materials and labour will not be entertained.

### **15. Terms of Payment**

15.1 The Contract Price shall be paid as specified in the SCC.

15.2 The contractor's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the goods delivered and Related Services performed and by the documents submitted

pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

- 15.3 Payment shall be made promptly by the Employer, but in no case later than Twenty Eight (28) days after submission of an invoice and other relevant documents/certificates and on request for payment by the contractor and after the Employer has accepted it.
- 15.4 The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the Tender price is expressed. Any cost towards transfer of contractual payment to be made by Deendayal Port AUTHORITY to the Contractor will be borne by the Contractor. Also see SCC.15.4.
- 15.5 The contractor shall note that no interest be payable by the Employer on Retention Money or for any Delayed Payments unless otherwise stipulated in SCC.
- 15.6 According to the provisions of the income Tax Act, as amended by Section 28 of Finance bill, 1972, an amount equal to 2% of the sum payable and surcharge 10% thereon or any rate as applicable as per tax laws as on the date of payment, under the contract will be deducted from each bill as Income Tax on income comprised therein or at the time of payment thereon in cash or by issue of cheque or demand draft or by any other mode, whichever is earlier. For the purpose of this deduction gross amount of the bill after deduction only amount of rebate for prompt payment, if any, will be taken into account. The amount on which the tax is to be deducted will be rounded off to the nearest multiple of ten rupees and any paisa included in the amount will be ignored and if the last figure in the amount is less than five rupees it will be reduced to next lower amount which will be multiple of ten. But if the last figure in the amount is five rupees or more the amount will be multiple of ten. The amount of tax will be rounded off to the nearest rupees and fifty paisa will be ignored. Any stipulation by the tenderer that income tax so deductible from the bill should be borne by the Employer will result in the summary rejection of his tender.
- 15.7 Further an amount equal to 2% of the income tax and surcharge thereon will be deducted towards education cess from each bill. These percentages towards TDS are subjected to change as per the Policies of Government India. The actual percentage shall be used at the time of payment of contractor's bill.
- 15.8 No payment of any bills or any advance will be made till the stamped Acceptance Letter/the Contract Agreement is executed and the PERT/CPM chart indicating various activities, events, months wise milestones, scheduled contractual completion periods for each activity is furnished.

**15.9** If applicable, The Gujarat Value added Tax, TDS shall be deducted @ 0.60%



or 2% as per applicability of contract on the total gross work order amount of Rs.1 (One) Crore or above. No Labour Charges or other charges can be deducted from the contract bills and TDS is to be deducted on the gross contract bill amount. Due to increase /excess of amount arises subsequently and total amount becomes more than Rs.1 Crore than the VAT shall be deducted on the entire total amount of works TDS shall be recovered on full amount. **(Deleted)**

## **16. Taxes and Duties.**

- 16.1 For goods manufactured outside India, the contractor shall be entirely responsible for all taxes, stamp duties license fees and other such levies imposed outside India.
- 16.2 For goods Manufactured within India, the Contractor shall be entirely responsible for all taxes, duties, license, fees etc., incurred until delivery of the contracted Goods to the Employer at project site.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Employer shall use its best effort to enable the contractor to benefit from any such tax savings to the maximum allowable extent but not mandatory on the part of Employer and as specified in SCC. If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Employer shall have a claim on such exemptions. The Contractor shall quote his price by considering all such exemptions.
- 16.4 The final rates required to be quoted by the Tenderer against each item should exclude all taxes (GST) and custom duty or any other such Duty or tax which is payable by the Tenderer. GST shall be shown separately in the column spaces provided. In case of Tenderer who do not show the amount of GST separately as required under the Tender it will be the liability of the Tenderer to pay the tax or amount which may become payable due to this Contract unless stipulated otherwise. This amount shall be recovered from the Contractor and if they fail to pay the same the Employer shall have the right to recover the same from the Contractor's bill and/or deposit.

### **16.5 GST:**

Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender / contract will be paid by Port on production of bill mentioning GSTIN. Applicable statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted / recovered while accounting for or making payment to the vendor as per applicable laws.

## **17. Performance Guarantee. (Modified as per SCC of Section – VII)**

- 17.1 As specified in the SCC, the Contractor shall within twenty-eight (28) days of the notification of contract award, provide a Performance Guarantee for

the performance of the Contract in the amount specified in the SCC.

- 17.2 The proceeds of the Performance Guarantee shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the Performance Guarantee if required, shall be denominated in the Currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer and shall be in one of the format stipulated by the Employer; in the SCC or in another format acceptable to the Employer.
- 17.4 The Performance Security shall be discharged by the Employer and returned to the contractor not later than Fourteen (14) days following the date of Completion of the Contractor's Performance obligations under the Contract, including any guarantee obligations, unless specified otherwise in the SCC.

## **18. Copyright.**

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Contractors of materials, the copyright in such material shall remain vested in such third party.

## **19. Confidential Information**

- 19.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 19.
- 19.2 The Employer shall not use such documents data and other information received from the Contractor for any purpose unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clause 19.1 and 19.2 above, however, shall not apply to information that:

- (a) Now or hereafter enters the public domain through no fault of that party;
- (b) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly from the other party ; or
- (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provision of GCC Clause 19 shall survive completion or termination, for whatever reason, of the contract.

## **20. Subcontracting (-Not Applicable-)**

20.1 The Contractor shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Contractor from any of its obligation, duties, responsibilities or liabilities under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3, 7 and 19.

## **21. Specifications and Standards**

21.1 Technical specifications and Drawings.

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirement and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standard whose application is appropriate to the Goods country of origin.
- (b) The contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other documents or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition

or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 32.

- 21.2 In case the contractor fail to Supply the said materials as herein provided or in case he/they shall fail to replace any parts of any material that may be rejected as herein provided with other of approved quantity within two weeks from the date of such rejection, the Engineer shall be at liberty forthwith to procure and obtain the same in the open market and the cost thereof and all expenses thereby incurred shall be charged to the Contractor or the Engineer may fix such other subsequent date or dates as he may think fit by which the delivery of the said material shall be completed. If the rejected materials be not forthwith removed, the Engineer shall be at liberty to charge ground rent for such time as the material shall lie on the site to lift the materials and keep a watchman at night or remove the material to less inconvenient site (charging rent for new site) and all expenses thereby incurred in connection with the rejected materials shall be charged to the contractors.

Explanation: the work “all expenses thereby incurred” shall include minimum charge of seven and a half (7 ½) percent in all cases of default which may be raised to a maximum of 15% in special cases at the discretion of the Engineer.

- 21.3 If during the progress of the work, the Employer and/or the Engineer shall decide and notify in writing to the Contractor that Contractor has executed any unsound or imperfect work, or has supplied anything inferior in quality to that specified, the deficiencies shall at his own expenses, within seven days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work or supply fresh materials up to the standard of the specifications.
- 21.4 The specifications and drawings are to be considered as explanatory to each other and should anything appear in the one that is not described in the other no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies, however, appear or should any misunderstanding arise as to the meaning and import of these specifications or drawings or as to the dimensions or the quality of the materials or due to proper execution of the work as to the measurements or quality and valuation of the works executed under this contract or as extras thereupon the same shall be explained by the Employer and/or his representative whose explanation shall be final and binding upon the Contractor/Contractors who shall execute the work according to such explanations and also to liaise with the inspecting agency at the manufacturing site and point of delivery site and without extra charge or deduction to or from the price specified in price schedule and shall also do

all such works and things as may be necessary for the proper completion of works as implied by the specifications and drawings even though such works and things are not specifically shown and described therein. The Tenderer should visit the site and make themselves thoroughly acquainted with the nature and requirement of work before finalizing the design and detailed Engineering.

## **22. Packing and Documents.**

- 22.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitations, rough handling and exposure to extreme temperature, salt and precipitation, and open storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.
- 22.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, If any, specified in the SCC, and in any other instructions ordered by the Employer.
- 22.3 All works required by the Employer and/or the Engineer to be packed or protected for transportation to India, shall be securely placed and protected by the contractor, Packing cases shall be of a size convenient for shipment and cases containing easily damageable article shall be bind as specified. The contractor will be held responsible for the inefficiency of the packing and protections.
  - (a) The cases, crates and packages shall be permanently branded, not painted with the shipping marks. The markings shall be carried out with a view to the mark remaining un-obliterated when the consignment reaches destination but as a further precaution, a reproduction, of the shipping marks shall be placed inside each case, crate and packages.
  - (b) Packages or bundles which cannot be permanently branded shall have metal label, with the above particulars stamped or attached to them by strong wire.

## **23. Insurance (Modified as per SCC of Section - VII)**

- 23.1 Unless otherwise specified in the SCC, the goods supplied under the contract shall be insured fully against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable incoterms or in the manner specified in the SCC.

- 23.2 The contractor shall insure with the General Insurance Corporation of India or any other Insurance Company approved by IRDA or its branches in appropriate foreign currency, if any, subject to the conditions that the premium will be payable to the Corporation in Rupees, such materials, tools, plants and things ordered from the work till they are delivered at site and then those for the works may for the time being on site and shall keep them insured in his own name and that of the Employer against destruction or damage by accident, fire, flood and tempests for the full value of such materials, plants, and things until the same to be taken over by the Employer under GCC Clause 25 and he shall from time to time, when so, required by the Employer produce the policy and receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall not affect the contractor's liabilities under contract.

## **24. Transportation**

- 24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 24.2 All the material to be imported shall be shipped in Indian ships only; if this involves undue delay then foreign ships may be used with prior consent of the Employer.

## **25. Inspections, Tests, Taking over and Commissioning.**

- 25.1 The contractor shall, its own expenses and at no cost to the Employer carry out all such tests and /or inspections of the Goods and Related services as are specified in the SCC.
- 25.2 The inspection and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the Goods final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Contractor or its subcontractor all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Employer.
- 25.3 The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub Clause 25.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited, to all traveling and board and lodging expenses or otherwise specified in SCC.
- 25.4 Whenever the Contractor is ready to carry out any such test and

inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The contractor shall obtain from any relevant third party or Manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.

- 25.5 The Employer may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and /or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected unless otherwise specified in SCC.
- 25.6 The Contractor shall provide the Employer with a report of the results of any such test and/or inspection.
- 25.7 The Employer may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer and shall repeat the test and/or inspection, at no cost to the Employer upon giving a notice pursuant to GCC sub-clause 25.4.
- 25.8 The Contractor agrees that neither the execution of a test and/or inspection of the goods or any part thereof nor the attendance by the Employer or its representative, nor the issue of any report pursuant to GCC sub-clause 25.6 shall release the Contractor from any warranties or other obligations under the Contract.
- 25.9 The Contractor /Contractors shall furnish at his/their own cost electrical instruments, tools, measuring tapes and other implements and labour required for the proper setting out of the work and shall set out and be entirely responsible for such setting out. He / They may have obtained the lines and lay outs from the Employer or his representatives and shall at once alter or amend any mistake or deficiencies in such setting out being ordered to do so by the Employer and / or his representatives. The contractor / contractors shall provide all men, materials, appliances and things which the Employer or his representative may require for measuring or inspecting the work.
- 25.10 The supply, delivery and installation of the items at site shall be deemed to have been accepted by the Employer when the same shall have been stored and erected on site and the employer shall have certified in writing

that it has fulfilled the contract conditions and such certificates shall not be unreasonably withheld, or shall the Employer delay the issuing of such certificates on account of minor omissions, or defects, which do not affect the commercial use, without any serious risk, of the supplies, provided always that the contractor undertake to make the good such omissions and defects at the earliest possible moment.

- 25.11 In the event of the equipment put into commercial use before the actual commissioning / completion of work as per the Contract, the Contractor shall be eligible for substantial completion. However, a pre-defined period (say 2 months) shall be granted to the contractor to complete the balance minor works as per the list of pending works as on the date of substantial completion. If the contractor completes all the works within the predefined period, the date of taking over shall be the date of substantial completion. Otherwise date of taking over shall be date of completion of all works.
- 25.12 All materials, plant and other things, the supply of which form the part of the Contract work shall on delivery at project site become the property of the Employer. All the contractor's materials, brought to and delivered at site for use of the contract works, shall from time of their being so brought, vest in and be the property of Employer and shall be used solely for the purpose of the works and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Engineer but the Contractor shall nevertheless be solely liable or responsible for the loss or destruction thereof or damage which may be caused thereto during the continuance of this contract. Upon the completion of the contract the property, if any surplus of such materials, shall revert to the contractors or unless they shall be due owing to or accruing or to accrue to the Employer from the Contractors any money under, or in respect of or by reason of the Contract in which case the Employer shall be at liberty to sell and dispose of such surplus materials as they shall think fit and to apply the proceeds in or towards the satisfaction of such money or moneys so due owing to or accruing or to accrue to them as aforesaid.
- 25.13 The Goods, whether installed or not, shall immediately, in consideration of payment of the first installment of the Contract Price to the Contractor by the Employer; provided always that the Contractor shall have a particular possessory lien on the Goods, to the extent the value thereof exceeds the total value of the Installment Payments made by the Employer to the Contractor.
- 25.14 Notwithstanding the above provision., the Contractor shall be responsible for all damages to and loss of all aforesaid items furnished by the Contractor and any item furnished to the Contractor by the Employer to enable the Contractor to complete the Installation and for all temporary structures facilities and for all parts of the Installation completed or in progress until the certificate of final taking over has been issued in



accordance with the GCC clause 25.10 and 25.11.

- 25.15 If the Contractor neglects to make the tests on completion within the time stipulated by the contractor, the Employer shall nevertheless have the right of using the installations at the Contractor's risk until the 'tests on completion' are successfully carried out.
- 25.16 All the Contract work until taken over by the Employer in accordance with the GCC clause no.25.10 and 25.11 shall stand at the risk of the Contractor who shall be responsible for and make good at his own cost all loss or damage caused by or due to fire, weather or any other cause whatsoever and the contractor shall hand over the contract work complete in every respect at the termination of the agreement.
- 25.17 Until the work shall be or be deemed to be taken over as provided in respective Clause, Employer in respect of all injury to any person or damage to any property of the Employer or of other occasioned by the negligence or default of the Contractor or his employees, or Subcontractor or of the Employer's employees, if any, working under the Contractor's supervision by defective design or work by the non- compliance by the contractor with the terms of this contract.
- 25.18 The contractor shall indemnify and save harmless the Employer against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the Contractor or his subcontractor's on the work including the Employer' employees, if any, working under the contractor's supervision. The contractor shall during the progress of contract work insure himself and Employer and keep himself and them insured with the Life Insurance Corporation of India or any other insurance company under IRDA or their branches against all liabilities in respect of such injuries to persons Employed as aforesaid and shall at all times when required by the Employer produce the policy for such insurance and the receipt for the last premium payable in respect thereof provided that his obligation to insure shall not apply if the Employer has made other proper and adequate provisions to meet all such liability.
- 25.19 In the event of any claim being made or action brought against the Employer including the Contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the Contractor shall be promptly notified thereof and he shall with the assistance if he so requires of the Employer but at the sole expense of the Contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case the Employer shall at the expense of the contractor afford all available assistance for any such purpose.
- 25.20 All the woks shall be carried out under direction and to the satisfaction of

the Employer and/or his Representative but the Contractor shall be responsible for the correctness of the work according to the drawing, excepting such work as have been carried out by the Engineer and/or his representative.

- 25.21 On completion of the work and before handing over the system to D.P.T, Contractor has to supply six sets of completion drawings, assembled drawings of various components, technical literature, maintenance manuals, spare parts catalogue etc., along with soft copy of the same. PLC software of Automation, Auto-cad drawings (with licensed version) in form of DVD with Two (2) new latest version Laptops.

**26. Liquidated Damages/Late Delivery charges.** (Modified as per SCC of Section – VII)

- 26.1 Except as provided under GCC Clause 31 and 33, if the Contractor fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC, of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC Clause 34. Contract price shall be inclusive of price plus all taxes and duties payable for computing Liquidated Damages.

**27 Guarantee** (Modified as per SCC of Section – VII)

- 27.1 The contractor shall give guarantee that all the Goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.
- 27.2 Subject to GCC sub-clause 21.1 (b), the Contractor further gives the guarantee that the goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials and workmanship under normal use in the conditions prevailing in INDIA.
- 27.3 Unless otherwise specified in the SCC, the guarantee shall remain valid for twenty-four (24) months after the goods or any portion thereof as the case may be, have been taken over at the project site.
- 27.4 The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.

- 27.5 Upon receipt of such notice, the Contractor shall within the period specified in the SCC, expeditiously repair or replace the defective goods or parts thereof, at no cost to the Employer.
- 27.6 If having been notified, the Contractor fails to remedy the defects within the period specified in the SCC; the Employer may proceed to take within a reasonable period such remedial action as may be necessary at the Contractor's risk and expenses and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.
- 27.7 The guarantee period will be effective for a period of twenty four (24) months and it will be in force from the date of final acceptance of the items of work completed under the Contract by the Employer, and the Contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer who shall state in writing in what respect any portion is faulty.

If it becomes necessary for the Contractor to replace or renew any defective portions of the Supply of the items under this clause, the provisions of this clause shall apply to the portions of the Supply so replaced or renewed until the expiry of six months from the date of such replacement or renewal or until the above mentioned period of 24 months, whichever may be later. If any defects are not remedied within a reasonable time, the Employer may proceed to do the work at the Contractor's risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects.

If the replacement or renewal are of such a character as may affect the efficiency of the item Supplied, the Employer and/or the Engineer shall have the right to give to the Contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in accordance with GCC Clause 25.15 thereof. Should such guarantee not be sustained the cost of the test shall be borne by the Contractor.

All inspection, adjustments, replacement or renewal carried out by the Contractor during the period referred to in this clause shall be subject to the conditions of this Contract which shall be binding on the Contractor in all respects during the guarantee and the additional guarantee period.

The Guarantee period also includes the breakdown maintenance & preventive maintenance to be carried out by the contractor as per the schedule of maintenance of the manufacturer, which is inclusive of spare parts & consumable required for maintenance at his cost.

27.8 The Scope of CO&AMC is as defined in SCC.

## **28 Patent Indemnity.**

28.01 The Contractor shall, subject to the Employer's compliance with GCC Sub-clause 28.2 indemnify and hold harmless the Employer and its Employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses which the Employer may suffer as a result of any infringement or alleged infringement of any patent utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a. the installation of the Goods by the Contractor or the use of the Goods where the site is located; and
- b. the sale of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract.

28.02 If any proceedings are brought or any claim is made against the Employer arising out of the matter referred to in GCC sub-clause 28.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expenses and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.03 If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceeding or claim, then the Employer shall be free to conduct the same on its own behalf.

28.04 The Employer shall at the Contractor's request afford all available assistance to the Contractor in conducting such proceeding or claim and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

## **29 Limitation of Liability.**

29.5 Except in cases of criminal negligence or willful misconduct.

- (a) the Contractor shall not be liable to the Employer whether in Contract, transport or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and,
- (b) the aggregate liability of the Contractor to the Employer whether under the Contract, in Port or otherwise shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

### 30 Change in Laws and Regulations.

30.01 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission in accordance with ITT clause 24, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of India where the site is located (which shall be deemed to include any change in interpretation or application by the competent Authorities) that subsequently affects the Delivery date and/or the Contract Price, then such Delivery date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding, the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC clause 14.

### 31 Force Majeure.

31.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

31.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

- 31.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as “Force Majeure” situation.

## **32 Change orders and Contract Amendments**

- 32.1 The Employer may at any time, order the Contractor through notice in accordance GCC clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, design or specification, where Goods to be furnished under the Contract are to be specifically Manufactured for the Employer.
  - (b) the method of shipment or packing.
  - (c) the place of delivery; and
  - (d) the related services to be provided by the Contractor.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provision under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Employer change order.
- 32.3 Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.
- 32.4 Subject to the above, no variation in or modification of terms of the Contract shall be made except by written amendment signed by the parties.
- (a) No extra shall be allowed for unless ordered as such in writing by the EMPLOYER and such extras will be paid for at rates No extras shall be allowed for unless ordered as such and prices to be agreed upon mutually and upon the certification by the Employer or his representative.
  - (b) Any extra expenses in addition to the amount specified in the Price Schedule which may be incurred by the Employer in the performance of the work required owing to the neglect or omission on the part of the Contractor/Contractors his/their workmen in any of the cases mentioned in this Contract shall be deducted from any sums due of which may therefore, become due to the Contractor/Contractor's by the Employer or he/they may be called upon to pay the amount of

such extra expenses to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor/Contractor's failing to make such payment the said amount shall be recoverable from him/them in such manner as the Employer may determine.

- 32.5 The quantities indicated in the Price Schedule are estimated only and are liable to be altered or omitted to the extent in accordance with ITT clause 41.1 and GCC 32.1. The work shall be measured up to the end of each mile stone by the Employer along with the contractor/contractor's or any other person or persons appointed on his/their behalf (TPI), such person/persons not being in the service of the Employer. Should the contractor/contractors or any appointed agent on his/their behalf fails/fail to attend on the day or days, fixed by the Employer (of which three days' notice shall be given) for taking measurement the same shall always be confirmed to actual work and for that alone shall be contractor/contractors be allowed to claim. The several works shall be measured by a standard measure without reference to any local custom that may obtain excepting the contrary may be directed in the specifications.

### **33 Extensions of Time (Modified as per SCC of Section – VII)**

- 33.01 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter conditions impeding timely delivery of the goods or completion of Related Services pursuant to GCC Clause 12, the Contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractors notice the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.02 Except in case of Force Majeure, as provided under GCC clause 31, a delay by the Contractor in the performance of its Delivery and Completion obligation shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC clause 26, unless an extension of time is agreed upon, pursuant to GCC sub-clause 33.1

### **34 Termination**

- (a) The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
- (i) if the Contractor fails to deliver any or all of the goods within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 33,
  - (ii) if the Contractor fails to perform any other obligation under the

Contract; or

(iii) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any addition costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

#### 34.2 Termination for Insolvency

(a) The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

#### 34.3 Termination for Convenience.

(a) The Employer by notice sent to the Contractor, may terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

#### 34.4 Liquidation and Re-entry

In the event of the Contractor/Contractors going into liquidation or passing an effective resolution for winding up or upon the Contractor/Contractors making an arrangement with or assigning in favor of his/their creditors or upon his/their assigning this Contract or upon execution being levied on the Contractor/Contractors goods or upon the



EMPLOYER certifying under his hand and in his opinion the Contractor/Contractors has/have

- (i) Abandoned the contract or;
- (ii) Suspended the progress of the work for seven days after receiving from the Employer's written notice to proceed without any lawful excuse under conditions, or
- (iii) Failed to make proper progress with the work for seven days after receiving from the Employer's written notice to employ more men, or
- (iv) Failed to remove materials from site or pull down the rebuild work for seven days after receiving from the Employer's written notice that the said materials or works are condemned and rejected by the Employer under GCC clause 34, of these condition, or
- (v) Failed to give the Employer proper facilities for inspecting the work or any part of them for three days after receiving from the Employer, written notice demanding the same, or Failed to submit any work or materials to proper test for three days after receiving written notice from the Employer requiring the same, or
- (vi) Failed to complete all or any part of the work by the time or extended time for completion, or
- (vii) Failed to complete all or any part of the work by the time or extended time for completion.

Then the Employer may enter upon the site and works and expel the contractor/contractors there from and may themselves use the material and plant upon the premises for the completion of the work and employ any other contractor/contractors to complete or may themselves complete the work, upon such entry the contract shall be determined save the rights and power conferred upon the Employer hereby. The Employer's certificate under this clause shall be conclusive proof as between the contractor/contractors and Employer of the statement contained in it.

### **35 Assignment**

35.01 Neither the Employer nor the Contractor shall assign, in whole or in part, their obligations under this Contract except with prior consent of the other party.

### **36 Export Restriction**

36.01 Notwithstanding any obligation under the Contract to complete all export

formalities, any export restriction attributed to the Employer, to the Country of the Employer, or to the use of the products/goods, systems or services to be supplied which arise from trade regulations from a Country supplying those products/goods, systems or services and which substantially impede the Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor can demonstrate to the satisfaction of the Employer that it has completed all formalities in a timely manner, including applying for permits, authorization and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the contract on this basis shall be for the Employer's convenience pursuant to sub-clause 34.3. **(NOT APPLICABLE)**

### 37 Site activities

- 37.1 The Contractor/contractor's shall give the customs, state government, municipal, petroleum road, railway, and all other authorities all notices etc., that may be required by law and obtain all requisite licenses for temporary obstruction, transportation, loading and unloading activities, enclosures and for any other purposes whatsoever and pay all fees, taxes, duties and charges which may be leviable on account of his/their own operations in executing the contract. He/they shall make good any damage to adjoining property whether public or private and apply and maintain any flags, horns, sirens, light etc., in whatever manner required in day/or at night or for the purposes of warning/indication of work in progress or of imminent danger etc. He shall be allowed rent free the use of such grounds as is available on the site of works as in the opinion of the Employer may be absolutely necessary and on the completion of work or termination of this contract he shall vacate the premises and remove all surplus material.
- 37.2 The Employer shall indicate the storage space at site, for storing the material but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage which may hamper such work until the same shall have been taken over.
- 37.3 Suitable access and possession of the site will be afforded to the Contractor by the Employer in reasonable time. In the execution of the work, no person other than the Contractor or his duly appointed representatives, sub-contractor and workmen will be allowed to do work at site except by the special permission in writing of the Employer and/or his representative.
- 37.4 The Contractor shall comply with all precautions as per International labour organization (I.L.O) Convention (No.62) as far as they are applicable to this contract.

- 37.5 The Contractor/Contractor's shall on completion of the work when directed by the Employer remove all plants, tools, materials, and rubbish which may have been used or may have accumulated during the progress of the work, other than those permanently taken into the works of all such rubbish or surplus materials or plants which the Employer may require the Contractor/Contractors to remove by the Contractor or his Sub-Contractors, within twenty four (24) hours after receipt of written notice from the Employer requiring him/them to remove the same and in default of compliance with such notice the Employer may forthwith remove all such rubbish or surplus materials or plant at the risk and cost of the Contractor/Contractor's.
- 37.6 The Contractor will be allowed to tap/use electric power to the extent of as specified in SCC, if electric Supply from the Employer's network is available at work site, subject to the contractor's complying with the rules and regulations of temporary load and safety precaution laid down by the Employer from time to time. Use of power is restricted to single phase for electrical drilling machine, temporary lighting and testing of the lighting installation etc. For any other requirements, the contractor shall request the Employer. Upon suitability, the Employer shall provide the same at cost to the Contractor.
- 37.7 No work shall be carried out between sunset and 06.00 a.m. and on Sunday or Employer's holidays except with the previous sanction in writing from the Employer, granting to which will be entirely at his discretion and cannot be claimed by the contractor/contractors as matter of right and the refusal to grant such permission will not be accepted as a ground of excuse for not completing the work within the period hereinafter mentioned.
- 37.8 Living accommodation may be made available for the Contractor's staff and labour on the request on chargeable basis subject to availability. The Contractor/Contractor's shall at his/their own expense provide the necessary transport to and from the site of the work and accommodation for his/their employees, the intention being that the sum named in the tender shall be inclusive of all expenses whatsoever in connection with the Contractor/Contractor's staff and labour force.
- 37.9 Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor/Contractors at all times during the progress of the work, the Contractor/Contractors shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other Employer's property or to the lives or persons or property of others during the progress of the works and period of maintenance.
- 37.10 The Contractor/Contractor's shall at his/their own cost provide all labour and materials, haulage, stores, consumables, templates, staging, scaffolding, tarpaulins and all plants and tools whatsoever required to

carry out and complete the work to the satisfaction of the Engineer in charge.

The make and brand of the materials offered wherever applicable must be clearly stated and in case of unknown make or brand proper description should be submitted even if not so specified.

The contractor must make his own arrangement for obtaining all the materials required for completing the work. The rates to be entered for the items in the Price Schedule should be inclusive of Supply, manufacture and assembly, testing, completion and delivery, storage at site, installation of new equipment and commissioning of all the works. The contractor / contractors shall make his/their own arrangements to obtain from the authorities concerned the petrol, oils, spare parts etc. required by him for the efficient and regular operation of the transport used by him/them to carry out and complete the work comprised in the contract, without delay whatsoever. The Employer will only issue a certificate if required to the contractor to enable him to request the concerned authorities, to provide all assistance within the law to him/them under this contract. The non-supply of these materials by the authorities will not be taken as an excuse for not completing the contract within the stipulated period.

- 37.11 The contractor shall employ at least one qualified, experienced and competent representative whose name or names shall have previously been communicated in writing to the Employer and/or his representative by the contractor to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instructions which the Employer and/or his representatives by the contractor to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instruction which the Employer and / or his representative may give to the said representative of the contractor shall be deemed to have been given to the contractor the said representative or representatives shall arrive at site on a date to be arranged by the Employer and/or his representative. Further all the correspondence pertaining to technical, financial, legal and the other matters shall be addressed to him.

The contractor shall have to execute electrical work of the proposed system under Supervision of Electrical Contractor having valid Electrician's contractor License issued by the State Governments of India & work is required to be executed under the Supervisor having Supervisory Certificate of competency issued by the State Governments of GOI & copy of all documents to be submitted to Mechanical Engineer's office. The contractor shall obtain the Electrical inspection Certificate for

effective power supply to the machines.

### 37.12 Employment of Labour:

The contractor/contractor's shall employ such sufficient number of Trustworthy, skillful and experienced assistants or Supervisor, Foremen, and Watchmen as may be approved by the Engineer and shall at all times employ a competent qualified and experienced Engineer and careful and skilled workmen in or about executive of the said work to the satisfaction of the Engineer or any Engineer, Supervisor, Watchmen to whom the Engineer and/or his representative shall object to on the ground of bad behavior incompetence or negligence shall be removed by the contractor/contractor's from the work within 24 hours after receipt of written order signed by the Engineer and/or his representative shall be again allowed on the work except with the written permission of the Engineer and/or his representative. The contractor/contractors shall arrange, to meet the Engineer or his Assistants on the works whenever required.

### 37.13 Protective Personal Gears such as Helmet, Face shield, Footwear, Gloves etc.

The contractor/contractors shall, at his/their own expenses provide footwear and gloves for all labour employed on gas cutting, welding work etc., to the satisfaction of the Employer or his representative and on his/their failure to do so, the Employer shall be entitled to provide the same and recover the cost thereof from the contractor/contractors.

### **Safety provision:**

- i) The contractor should take necessary safety measures to carry out the job, without causing any accident, in the work premises, which will ultimately cause loss to the Employer either directly or indirectly.
- ii) The contractor should apply for written permission to the Fire Officer, DPA, to carry out the hot jobs with full details of the work, date, duration of work etc., DPA will provide fire-watch service free of cost.
- iii) All the required Safety Gear and Fire Fighting shall be made available by the contractor at the site of work for any emergency.
- iv) The permission copy should be sent to port fire and safety officer and the safety section in advance.
- v) The hot job should be started only after the concerned supervisory staff of the concerned department is satisfied with the safety arrangements made at site.

The contractor shall supply to his workmen and staff cotton arm bands of approved quality and color for wearing them on their arms while carrying out the work. These arm bands should be of distinctive type and serially numbered and the contractor shall maintain a register of issue of arm bands and names of workmen to whom these have been issued.

Notwithstanding anything herein contained the contractor shall comply with all the provisions of the contract labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable.

The rates quoted by the contractor in the price schedule shall be deemed to include expenses whatsoever that the contractor may be required to incur for compliance with the provision of the above Act.

In pursuance of Section 21 of the above Act and Rule 25(2)(V)(A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by this Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer Schedule shall not be less than those specified in the Schedule of "Fair Wages". The current statement of the Schedule of Rates is annexed hereto.

The contractor shall make his own arrangement for the engagement of all labour.

The contractor shall also comply fully with the provision of the payment of wages act, 1936.

If any enhancement in the rates of wages become payable as a result of the implementation of the Chief labour commissioner's interpretation of the contract labour (Regulation and Abolitions) central Rules, 1971 including an increase of the wages, the same shall be borne by the contractor/contractor's.

The contractor shall be responsible for the observance by his sub-contractors, of the foregoing provisions / precautions.

The contractor shall make necessary arrangements for the representative of the Employer and/or his representative to witness the payment made by the Contractor to his labourers. The contractor shall also submit periodical return of labour employed by him and wages paid to the Employer's representatives.

**Supply of water:** the contractor shall as far as practicable having regard to local conditions, provide on the site to the satisfaction of the Engineer's representative, and adequate supply of drinking and other water for the

use of the contractor's staff and workmen.

**Festival and religious customs:** the contractor shall in all dealings with labour in his employment, have due regard to all recognized festivals and observe days of rest as applicable to the outdoor staff of the Mechanical Engineering Department or Employer.

**Epidemics:** in the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with overcoming the same.

**Disorderly conduct, etc.:** The contractor shall at all-time take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of person and property in the neighborhood of the works against the same.

**Accidents:** the contractor shall within twenty four (24) hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Employer or his representative. The contractor shall also report such accidents to the concerned constituted authorities.

The contractor may use water from the nearest Employer's tap or hydrant dependent on the availability as directed by the Engineers.

Every precaution shall be taken by the contractor/ contractors to prevent the breeding of mosquitoes on the works during the construction and all receptacles used for storage of water, soaking bricks, etc. must be suitably protected for this purpose or must be emptied at the close of the work every day. All water used for during concrete must contain saponified croseal in solution of not less than 1:2000 or more than 1:1000 so that the solution will have a markedly cloudy appearance and will give a reasonably strong odour.

- 37.15 The contractor/ contractors shall give notice to the Employer or the Engineer or his assistant wherever any work is to be buried in the earth or made inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial in default whereof the same shall at the opinion of the Employer or the Engineers or his assistant be either opened up for measurement at the contractor/contractors expenses and no allowance shall be made for such work. Should any dispute or difference arise after the execution of any work as to measurement etc. which cannot be conveniently tested or checked the Employer's or the Engineers' or his Assistants notes shall be accepted as correct and be binding on the contractor/Contractors.

### 37.16 Safety of Existing Underground Services

The Contractor shall take due care and adopt such measure to ensure that the existing underground services of the Employer as well as Public Utility Bodies viz. Electric Boards/Companies, BSNL/MTNL, local municipality Gas Co., etc. are not damaged during the excavation work of cables trench, pole pits, foundation pits etc. The drawing showing the approximate route of such service will be available with the Superintendent, Electrical Construction Division of this office and shall be consulted before starting the work. Exact location of a service shall be ascertained by taking trial pits at strategic points as directed by the Employer or his representative. The work in the vicinity of such services shall be carried out to meet the specific requirements of a party to whom the service belongs. Any damage caused to a service, irrespective of the utmost precautions are taken to avoid damage shall be at the entire risk and sot of the Contractor.

### **38 Employer's Decision**

The whole of the work under this contract shall be carried out under the direction of the Employer and his decision upon all questions relating to the details of system the meaning of the drawings, Specifications, Price Schedule and the methods of carrying out the work shall be final and any dispute arising under in connection with this contract or the carrying out thereof including any question as to construction and meaning of this contact or any clause therein shall be final and binding upon the contractor or his sub-contractors whether such decision shall have given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

### **39 Employment of Employer's Personnel**

39.01 The successful tenderer shall furnish information before the award of contract, whether he himself or any of his partner's, directors or employees had held class I post with the Employer within the period of last two years.

39.02 The Employer shall be at liberty to terminate the contract if the successful Tenderer himself or any of his Directors who having held class I post with the Employer. Prior to his retirement has failed to obtain Chairmen's specific permission to undertake as occupation or any outside employment before the expiry of two years from the date of his retirement, in accordance with the provision of class I employees, (Acceptance of Employment after retirement Regulations).

### **40 Licenses**

#### **40.1 Import License, Permits, etc.**

The Contractor will make his own arrangements for obtaining materials



required for the manufacture of the items and for the efficient and regular operation of the work. The Engineer will, however, forward his application for import licenses, to the proper authorities if desired by him certifying the nature of the work to be carried out but under no circumstances the non-supply of such controlled or other materials by the authorities will be taken as an excuse for not completing the contract, if awarded, within the stipulated period.

#### 41. Integrity Pact

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per agreement enclosed). Shri S K Sarkar, IAS (Retd.) & Shri Saurabh Chandra, IAS (Retd.), have been appointed as Independent External Monitor Integrity Pact, whose address is as under:

Shri S K Sarkar, IAS (Retd.),  
B-104, Nayantara Aptt.,  
Plot 8 B, Sec 07, Dwarka,  
New Delhi - 110 075.  
Mobile No. 98111 49324  
E-mail: [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

Shri Saurabh Chandra, IAS (Retd.)  
A-9, Sector 30,  
NOIDA (UP)  
UP- 201301  
Mobile No. 9871322133  
Email: [saurabh7678@yahoo.co.in](mailto:saurabh7678@yahoo.co.in)

The bidder has to sign and seal and uploads the scanned copy of Integrity Pact form (as per agree form enclosed) along with the Technical Proposal as token of acceptance. Original hard copy of the along with the tender documents shall have to forwarded subsequently so as to reach the Superintending Engineer (M), within 7 days of opening of the tender failing which tender shall be considered irrelevant However, the Agreement is to be executed during the issuance of Pre-Acceptance letter.

**Signature & Seal  
of Contractor**

**SE(M)  
Deendayal Port Authority**

## SECTION VII

### Special Conditions of Contract

The following Special Condition of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1(a)	Representative of Employer: <b>Chief Mechanical Engineer or E-I-C appointed by Chief Mechanical Engineer for the work.</b> The Employer is: <b>Board of Authority of Port of “Deendayal Port Authority”</b>
GCC 1 (p)	The project site/final destination is: The locations for installation of the system is <b>Oil Jetty No. 7 and Oil Jetty No. 8, Kandla. (Kachchh –Gujarat), India</b> in pursuant to ITT clause 14.6 a(iii) and 14.6 b(ii).
GCC 2.1	<b>Order Acceptance:</b> The firm shall give unequivocal acceptance of the issued LOA within 7 days of receipt of the same. Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by the Incoterms in pursuant to ITT clause 14.5
GCC 4.2 (b)	The version edition of Inco-terms shall be: the Latest incoterms prevailing at the time of opening of e-tender.
GCC 8.1	For Notices, the Employer’s address shall be: SE(M) Deendayal Port Authority CME Liaison Office 1 <sup>st</sup> Floor A.O Building Gandhidham – 370210, Kutch – Gujarat Phone No.: 02836-220636/ 270484 Mob. 7008451510/9377201085 Electronic mail address: <a href="mailto:mechprojects.dpt@gmail.com">mechprojects.dpt@gmail.com</a> , <a href="mailto:cmedpt@gmail.com">cmedpt@gmail.com</a>
GCC 9.1	The Governing law shall be the law of Government of India or its constituents and all legal disputes shall be subjected to the jurisdiction of Local Court of Gandhidham/ High Court of Gujarat.
GCC 10	1 The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.

	<p>2 The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Deendayal Port Authority of the Port subject to the delegation of power.</p> <p>3 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.</p> <p>4 It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.</p> <p>5 It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.</p> <p>6 It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.</p> <p>7 It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.</p> <p>8 It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and</p>
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	<p>absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>9 It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.</p> <p>10 The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.</p> <p>11 The arbitrators from time to time, with the consent of both the parties, enlarge the time for making &amp; publishing the award.</p> <p>12 Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or 140e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>13 It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.</p> <p>14 It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.</p> <p>15 Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. The fees, if any of the conciliation/ arbitrator(s) if required to be paid before the award of work in respect of dispute is made and published, shall be paid in half by each of the parties.</p>
GCC 12.1	<p>Details of shipping and other document to be furnished by the contractor are:</p> <p>Railway bill consignment note / a road consignment note, Insurance certificate, Manufacturer's or contractor's Guarantee/ warranty certificate, Third Party certificate, Contractor's factory shipping details, Invoice for goods supplied &amp; all related documents, any other document required in by the bank etc.</p> <p>The above documents shall be received by the Employer before arrival of the goods and if not received, the contractor will be responsible for any consequent expenses.</p>
GCC 14.1	<p><b>Contract Prices</b></p> <p>1 The rates quoted shall be inclusive of packing and forwarding, custom duties, transportation, insurance and all statutory levies excluding GST and shall remain firm &amp; final till satisfactory</p>

	<p>completion of entire work and taking over of the same by the Deendayal Port Authority as per terms and conditions of the contract.</p> <p>2 The rate quoted shall not be variable due to amendment of tax laws or on account fresh taxes, levies, duties by the Central / State Govt. or any local authority etc. except GST tax rate.</p> <p>3 The rate for CO&amp;M shall be quoted as per item of Schedule-B of the price bid document from the date of commencement of CO&amp;M and will remain constant during the CO&amp;M period and will not be subject to any escalation for any reason whatsoever.</p> <p>4 No advance payment will be made.</p>
GCC 15.1	<p>Schedule of Payments:</p> <p>All payments shall be made in Indian rupees unless specifically mentioned.</p> <p>NOTE: The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details:-</p> <p>Bank Payment Agreement Form</p> <ol style="list-style-type: none"> <li>Name of Party</li> <li>Account No.</li> <li>Branch Name</li> <li>Branch Station</li> <li>IFSC code of the bank</li> <li>MICR code</li> <li>Accepted for - NEFT payment or RTGS payment</li> </ol> <p>Declaration by the party</p> <p>I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.</p> <p style="text-align: right;">Signature of the party with the seal</p> <p>Declaration by the bank</p> <p>It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.</p> <p style="text-align: right;">Signature of the bank manager with the seal.</p> <ol style="list-style-type: none"> <li>No Advance payment will be made.</li> <li>The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the contractor to DPA under the terms of any contract executed by him or on behalf from their</li> </ol>

	<p>security deposit or from any sum that may become due from the present contract.</p> <p>c) The contractor should submit the bill every month.</p> <p>d) If applicable the payment from 2<sup>nd</sup> bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.</p> <p>e) The contractor shall note that no interest be payable by the Employer for any Delayed Payments unless otherwise stipulated in tender.</p> <p>f) Schedule of payments for Part-I &amp; Part -II of Schedule -B (BOQ):</p> <p>A. Schedule of Payments for DSITC Period for OJ7 &amp; OJ8 location separately or combined:</p> <p>(i) On submission and approval of all design documents, drawings, operation &amp; maintenance plan and all other documents as mentioned in the scope by Employer's Representative/ TPIA: 03% of Accepted Contract Amount for BOQ Part-I.</p> <p>(ii) On receipt of the complete components of each item of BOQ, Part-I, at site and duly certified by the Employer's Representative/ TPIA as per the technical specification and terms and conditions specified in the Contract: 65% of Accepted Contract Amount of respective item of BOQ, Part-I, Sr. No. 1.</p> <p>(iii) On installation/ construction/ erection, of each item of BOQ, Part-I, Sr. No. 1, and duly certified by the Employer's Representative/ TPIA as per the technical specification and terms and conditions specified in the Contract: 65% of Accepted Contract Amount of respective item of BOQ, Part-I, Sr. Nos. 2.</p> <p>(iv) On testing, satisfactory trial-runs, acceptance of Commissioning of the entire system by the Employer's Representative/ TPIA as per the technical specification and terms and conditions specified in the Contract: 32% of Accepted Contract Amount of BOQ-I</p> <p>Successful bidder shall submit the detail milestone schedule, mentioning items including in each BOQ items of Part-I, only after which the payment shall be released as per above payment norms. Break up shall be done so that the billing frequency is not more than one bill in a month.</p>
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	<p>B. Schedule of Payments for O&amp;CAMC Period:</p> <p>(i) For Part II of Schedule-B, during the Operation and Comprehensive maintenance service period, the contractor shall be entitled to receive payment of O &amp; M on monthly basis for OJ7 &amp; OJ8 location separately or combined. The payment shall be released on monthly basis through RTGS against submission of bills in triplicate during O &amp; M contract, as per certification by the TPI. Income tax and surcharge and any statutory deduction thereon at applicable rates shall be made at source on satisfactory completion of each month on certification by the EIC on submission of bill, complete in all respects along with the various monthly operation and maintenance reports.</p> <p>(ii) The contractor should submit the bill every month along with the details of payment to the engaged staffs viz., Name of the employee, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank. The contractor must certify that the payment to the employees provided by him have to be credited to concerned individual bank.</p> <p>g) Successful bidder shall submit the detail milestone schedule, mentioning items including in each BOQ items of Part-I, only after which the payment shall be released as per above payment norms. Break up shall be done so that the billing frequency is not more than one bill in a month. The following document shall be submitted along with invoice for material supply.</p> <ul style="list-style-type: none"> <li>i. Invoices 1 set of original + 2 Sets of copies.</li> <li>ii. LR/GR/RR - 3 Copies.</li> <li>iii. Packing list or delivery challan - 3 copies.</li> <li>iv. Test certificate wherever applicable - 3 copies</li> <li>v. Certificate of Insurance - 1 Copy</li> <li>vi. Manufacturer Test Report - 1 Copy.</li> <li>vii. Material Dispatch Certificate (MDCC) issued by employer prior to dispatch of material - 3 copies</li> <li>viii. The details of where material shall be used.</li> </ul> <p>The following document shall be submitted along with invoice for Engineering, Installation &amp; Commissioning (Part-I) related payment:</p> <ul style="list-style-type: none"> <li>(i) Relevant drawing / documents duly approved by employer.</li> <li>(ii) Issued certificate of work completion report / QC report etc. stating completion of work / milestone as per required specification duly certified by Employer.</li> </ul>
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	(iii) If applicable, status of completion of NC for particular work / milestone.
GCC 15.4	In addition to GCC-15.4, The Tenderer shall quote in Indian Currency (INR).
GCC 16.5	<p><b><u>GST:</u></b></p> <p>The contractor shall quote the price excluding of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods &amp; Service Tax act, 2017 and subsequent amendment thereof. All other duties, tax, cess applicable if any, shall be borne by the contractor.</p> <p>TDS under GST act is required to be deducted @ 2 % (1% CGST and 1 % SGST or 2 % IGST) from payment/ credit given to contractor /Professional and others for work order on contract on exceeding Rs. 2,50,000.00.</p> <p>Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.</p>
GCC 17	<p>Performance Guarantee:</p> <p>i. The Security Deposit/ Performance Guarantee Shall be 3% of Contract Value. The successful bidder has to submit two Performance Guarantees for SITC stage (EPC Period) &amp; O&amp;M period each.</p> <p>1) The Performance Guarantee for DSITC stage (EPC Period) shall be submitted by the successful bidder within 21 days from the date of issue of L.O.A. equivalent to 3% of the total contract value minus the Operation &amp; Maintenance Cost in form of Bank Guarantee, or Demand Draft issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham which will be refunded immediately not later than 14 days from completion of defect liability period.</p> <p>2) Operation and Maintenance Performance Security : The Contractor shall deliver the Operation and Maintenance Performance Security 28 days prior to Commencement of Operation and maintenance Service, for an amount equivalent to 3% (three percent) of amount towards annual Operation and</p>



	<p>maintenance Service for the year.</p> <p>a. 3% of amount towards annual Operation and maintenance Service shall be in the form of Bank Guarantee in form of Bank Guarantee, or Demand Draft issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham. Every year a fresh Operation and Maintenance Performance Security shall be submitted by the Contractor, having validity of 13 months, one month prior to expiry of earlier Operation and Maintenance Performance Security. The final Performance BG for the O&amp;M contract will be released after 3 months from the date of satisfactory handing over of the entire system back to DPA.</p> <p>xi. Successful Bidder has to submit the Performance security as mentioned above within 21 days of receipt of Letter of Acceptance, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.</p> <p>xii. The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.</p> <p>xiii. Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.</p> <p>xiv. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.</p> <p>xv. The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham.</p> <p>xvi. The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.</p> <p>xvii. In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.</p> <p>viii. The Performance Guarantee cum Security Deposit will be</p>
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	<p>released as mentioned in GCC 17 above.</p> <p>xix. If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.</p>
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: <b>"Deendayal Port Authority , Gujarat – India"</b>
GCC 23	<p><b><u>Insurance</u></b></p> <ol style="list-style-type: none"> <li>1. Unless otherwise specified in the tender, the goods supplied under the contract shall be insured fully against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable incoterms or in the manner specified in the SCC. The Equipment shall be insured on the name of Employer for 110% of its value.</li> <li>2. The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk viz., personal injury and death. All manpower to be posted at Kandla shall be insured under the Workmen Compensation Act</li> <li>3. Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.</li> <li>4. Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee.</li> <li>5. It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel &amp; to ensure that the work is carried out in such manner that maximum safety to personnel is assured. The contractor shall follow all precautions as required for safety of workman by ILO regulations, etc.</li> <li>6. No claim/compensation of whatsoever nature shall be entertained by the D.P.A for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials. Contractor is required to get insurance for his staff and property at own cost.</li> </ol>

GCC 24.1	Responsibility for transportation of the Goods shall be of the contractor. The Contractor has to include in his quote for the transportation of the Equipment.
GCC 25.2, 25.3 & 25.5	<p><b><u>Inspection and Commissioning</u></b></p> <p>The inspection and test shall be conducted at the site of Manufacturer or at erection site as the case may be, the cost of such tests and any additional test as demanded by TPIA or Employer shall be borne by the Contractor apart from making arrangement for conduct of such tests. Employer shall not be liable to make any additional payments for conduct test or for change of location of test. All cost for fulfillment of obligation on the part of contractor shall be deemed to have been included in the total contract price offered by him based on which the contract has been awarded to him. However in case of additional tests if any are requested by the employer shall be at the cost and time of employer, in which case also the contractor shall make all arrangement's required for conduct of such tests in the manner prescribed to do so by the employer or TPIA.</p> <p>Contractor has to appoint TPIA for his internal works and materials for confirming their internal quality policy. The cost of the same will be borne by the contractor only. Scope of TPIA from DPA side is mentioned in Section-V at Clause No. 5.</p> <p>The Employer reserves the right to witness the pre-delivery inspection at the contractor's premises or any place, the work demands, along with TPIA.</p>
GCC 26.1	<p><b><u>Liquidated Damages</u></b></p> <p>1) In case of delay in supply and installation of complete system, liquidated damages (LD) may be levied at the rate of ½% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.</p> <p>2) The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf percent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value.</p>

	<p>3) The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.</p> <p>4) The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.</p> <p>5) In the event of such termination of the contract as described in clauses (11.3) or 11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.</p> <p>6) In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.</p> <p>7) Each complete telescopic gangway at OJ7 and OJ7 should be made available 95% per month days, except for any unexpected major breakdown (limited to two times for maximum 15 days annually per Gangway certified by E-I-C / TPIA). If any of the deployed system is found to be non-operational beyond the said period, a penalty shall be imposed @ Rs.25000/- per shift or part thereof per system during the comprehensive O &amp; M period, subject to maximum LD of total 10% of the contract price for all the penalties listed above.</p>
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GCC 27.1 to 27.7	<p><b><u>Guarantee</u></b></p> <p>The warranty period to be read in the mentioned clauses shall be valid up to twelve (12) months (for repair and new works including supplied items) with effect from the date of acceptance of the work and/or services by DPA.</p>
GCC 27.8	Scope of O&CAMC shall be as defined in section V.
GCC 33 (supplemented clause in addition to 33.1 & 33.2)	<p>The Contractor may claim extension of the time limits in case of</p> <ul style="list-style-type: none"> <li>i) Changes ordered by Deendayal Port Authority.</li> <li>ii) In case work is delayed on DPA's Account e.g. non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay in the prescribed format, clearly indicating the justification for such extension.</li> <li>iii) Force Majeure.</li> <li>iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.</li> </ul>
GCC 37.6	<p>During installation, testing and commissioning of contract, the Contractor will be allowed to tap/use electric power to the extent required for due fulfilment of the Contract, if electric Supply from the Employer's network is available at work site, subject to the Contractor's complying with the rules and regulations and safety precaution laid down by the Employer from time to time. Upon suitability, the Employer shall provide to the Contractor. If available, electric supply will be given by D.P.A. on chargeable basis, otherwise contractor has to make his own arrangement for electric supply. Further, during Operation and Maintenance period after commissioning of complete system charges for electric supply consumption will be on borne by DPA.</p>
Incentives or Bonus	-NOT APPLICABLE-

**Signature & Seal  
of Contractor**

**SE(M)  
Deendayal Port Authority**

## **SECTION VIII**

### **CONTRACT FORMS**

#### **Table of Forms**

1. Letter of Acceptance
2. Notice to proceed with works (site Activities)
3. Contract Agreement
4. Performance Bank Guarantee BG

Form no.1

**LETTER OF ACCEPTANCE**

(On letter head paper of the port)

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Dear Sir,  
Sub: Tender No.  
Title of Tender  
Ref: Your Bid Dated  
And (list of correspondence with the Bidders)

This is to notify you that your bid dated \_\_\_\_\_ for work of \_\_\_\_\_  
(name of the contract and identification number, as given in the instruction to bidders)  
for the Contract Price of Rupees \_\_\_\_\_ (amount in words and figures) (exclusive of  
GST as applicable) as corrected and modified in accordance with the Tender Documents  
is hereby accepted by Deendayal Port Authority.

You are hereby requested to furnish performance guarantee, in the form detailed in  
Tender Document for an amount of Rs. \_\_\_\_\_ within (21) days of the receipt of this  
letter of acceptance and valid up to 21 days from the date of completion of contractual  
obligations, subject to removal of Defects, i.e. up to \_\_\_\_\_ and also sign the contract  
agreement within (14) days of the receipt of this letter of acceptance, failing which action  
as stated in the tender document will be taken.

The Engineer-In-Charge for this work shall be \_\_\_\_\_.

Please acknowledge receipt.

Yours faithfully

Authorized signature  
Name and title of signatory  
Deendayal Port Authority

Form no.2

**ISSUE OF NOTICE TO PROCEED WITH THE WORKS**

(letter head of the Port)

Date: \_\_\_\_\_

To: \_\_\_\_\_

(Name &amp; address of contractor)

Dear Sirs,

Sub: Tender No.

Title of Tender

Ref: letter of acceptance no \_\_\_\_\_ dated. \_\_\_\_\_

Pursuant to your furnishing the requisite security as stipulated in (insert security clause) and signing of the contract for execution of the \_\_\_\_\_. You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is hereby notified that the site is handed over to you w.e.f (date) for execution of work in accordance with the contract documents. Please acknowledge receipt.

Yours faithfully

Authorized signature  
Name and title of signatory  
Name of port



**Form no. 3**

***DEENDAYAL PORT AUTHORITY***  
**FORM OF AGREEMENT (FOR EXECUTION OF WORK)**

(to be executed on Rs.300-non-judicial stamp paper)  
 [the successful bidder shall fill in this form in Accordance with the instructions indicated]

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Two between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021 have its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of \_\_\_\_\_  
 \_\_\_\_\_ And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of BG/DD for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS: -

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.
  - iv) Tender submitted by the Contractor.
  - v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.
  - vii) Any correspondence made between the Superintending Engineer (M) and the Contractor after opening of the Cover-I—as regards to contain clarifications/details called for vice versa.
  - viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover-I'.
  - ix) Bank Guarantee for security deposit.
3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.
4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contract price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of: -

Witness

1. Name & Address \_\_\_\_\_  
Seal

Signature of Contractor

2. Name & Address \_\_\_\_\_  
Seal

Signed, sealed and delivered by Shri \_\_\_\_\_ on behalf of the Board in presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

(Chief Mechanical Engineer)  
Deendayal Port Authority

The common seal of the Board of Deendayal Port Authority of the Port of Kandla affixed in the presence of:

Secretary  
Deendayal Port Authority

Form no. 4

**SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE  
GUARANTEE/SECURITY DEPOSIT**

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,  
The Board of Deendayal Port Authority,  
Deendayal Port Authority  
A.O. Building, P.O. Box No.50,  
Gandhidham-Kutch.

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide \_\_\_\_\_ (Name of the Department)'s letter No. \_\_\_\_\_ Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. We, \_\_\_\_\_ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for

performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);

(b) This Bank Guarantee shall be valid up to \_\_\_\_\_; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date \_\_\_\_\_ day of \_\_\_\_\_ 2023

For (Name of Bank)  
(Name)  
Signature

**Appendix-1**

- I. Any bidder or any bidders bidding behalf on its OEM from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
  
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
  
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI.[To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### **Model Certificate for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that we (bidder)/ our OEM is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we (bidder) fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

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**Appendix-2****Specimen EMD (Bank Guarantee Format)**

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 300/- non Judicial Stamp Paper]

\_\_\_\_\_  
(Bank's name and address of Issuing Branch or Office)

Beneficiary's Bank details are as under:

Account No 10316591671

ISFC Code: SBIN0060239

Beneficiary: \_\_\_\_\_ (Name and Address of Employer/Board)

Date: \_\_\_\_\_

Tender Guarantee No.: \_\_\_\_\_

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or

(b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/ Board:

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
  - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
  - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]



## **DEENDAYAL PORT AUTHORITY**

### **Mechanical Engineering Deptt.**

**Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA**



## **TENDER DOCUMENT**

**Volume-II,**  
**Employer's Requirements, Scope of Work, Specifications & Drawings**  
**December-2022**



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## **1. PROJECT BACKGROUND AND SITE INFORMATION:**

- 1.1.** The broad scope of work includes Design, Supply, installation, testing & commissioning along with Comprehensive Operation & Maintenance for a period of Five Years of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty Nos. 07 and 08 of DPA, at Old Kandla of Deendayal Port Authority which broadly includes the design, engineering, procurement of materials and bought out components, manufacture, fabrication, assembly at shop, inspection, testing and painting at manufacturer's works, packing and supply, supervision of erection, installation, pre-commissioning, commissioning and performance/operational testing at site and then comprehensive operation & maintenance of Two (02) Nos Column Type Vessel access telescopic gangway for Oil Jetty Nos. 07 & 8 at Deendayal Port Authority Kandla.
- 1.2.** The specifications given for the subject work describe certain broad & indicative requirement to which the contractor shall work, but this shall not absolve the contractor from his responsibility to carry out the work in apt and proper manner and acceptable in all respects as per standard practice even if there is any omission in the prescribed specification. If required, the bidder shall carry out his own design & engineering for meeting the purpose of the work.
- 1.3.** It is not the intent of purchaser to specify every piece of equipment/item but nevertheless any item not specifically mentioned but required as per good engineering practice and for the safe and trouble free operation of the system shall be deemed to have been specified and in the scope of contractor.
- 1.4.** The system shall be complete in all respects with all auxiliaries, safety features, electrical, instrumentation etc. as required for smooth and trouble free operation of the system.
- 1.5.** It is to mention here that, there is the requirement to provide such Column Type Vessel access telescopic gangway system, for smooth operational and modern port requirement for accessing the vessel at the Oil Jetty No.7 and Oil Jetty No.8 separately.
- 1.6.** The materials/ equipment/ items of the Gangways to be installed at OJ 07 & OJ08 for the work shall be latest, original, interchangeable & of relevant standards.

- 1.7.** The locations for installation of the system is at Oil Jetty-7 and Oil Jetty- 8 respectively, at Old Kandla Port. Both are distant apart and does not have common access. The bidder must visit the site for correct understanding of the scope before bidding for the tender. The Column type Telescopic gangway system shall be of latest amendment & other relevant standards.
- 1.8.** Contractor has to comply with all the motor vehicle rules and regulations etc. as per government rules and D.P.A. will not be responsible for any violation of rules.
- 1.9.** The contractor is expected to have full knowledge of work, work site and nature of work and no claim what-so-ever shall be entertained in this regard.
- 1.10.** The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference to the activities and work going on in the area adjoining thereof. Any damages shall be repaired by him at his own cost. If he does not repair the damages in reasonable time period, the same will be repaired by DPA at the sole risk and cost of contractor and amount will be recovered from the bill due.
- 1.11.** The tenderer shall examine carefully the condition of contract, specifications and drawings etc. before submitting the tender. He shall also visit and inspect site of work and acquaint himself with all local condition in the oil jetty of port, availability of construction materials and labourers nature of soil and working condition at and around the site before submitting the tender. No dispute/claims what-so-ever shall be entertained for the work of any nature arising out of local conditions.
- 1.12.** During DSITC period (EPC stage) till commissioning of complete Gangway system the electricity and water required for the work has to be arranged by the contractor. If made available by DPA, shall be charged as per applicable tariff. A single point power supply source from near substation shall be provided to the contractor at his own risk & cost to MCC panel for Gangway system, the power cable for Gangway system shall be distributed from MCC Panel. Contractor has to arrange the route for cabling for the operation of complete Gangway system. During Operation and Maintenance period electricity power will be provided by Deendayal Port Authority free of cost. However, all the arrangement for tapping the source of electricity at convenient point & install metering system shall be made by the contractor at his own risk & cost. Water required for the work has to be arranged by the contractor. If made available by DPA, shall be charged as per applicable tariff.

- 1.13.** The scope of work mentioned in the tender volumes are only indicative, but not limited. However, the Contractor has to ensure completeness of the complete Column Type Vessel access telescopic gangway at each Oil jetty (i.e., 07 and 08) in all aspects by following all the latest Amendments, Specifications, Codes and Standards. It should be noted by the bidders that the information, size, specifications, & dimensions mentioned in this document are indicative only. As in Turnkey Contracts, the successful bidder shall workout detail drawings during detail engineering stage meeting the functional requirements as per OCIMF guidelines & other relevant standards, well within the sanctioned estimate, and submit the fresh drawings for approval to employer.
- 1.14.** The contractor shall have to make his own arrangement for fresh water required for the work at its own cost during entire contract period.
- 1.15.** All the rules and regulations in force for entry inside the port premises shall be observed and following by the contractor and by his employee staff etc.
- 1.16.** The materials/ equipment/ items to be installed for the said supply shall be latest, original, interchangeable & of relevant standards.
- 1.17.** The contractor is expected to have full knowledge of supply of items, work site and nature of application work and no claim what-so-ever shall be entertained in this regard.
- 1.18.** The Port will not be responsible for any damage or loss of any of the materials and for any damage / accident to the contractor's personnel.
- 1.19.** The firm shall arrange necessary watch and ward for their materials till the completion of work. Essential Port Entry Permit for the workers shall be arranged by the firm.
- 1.20.** The contractor's vehicle viz. van / lorry / cranes should be fitted with spark arrester unit in the exhaust pipe of the vehicle.
- 1.21.** The contractor shall engage lifting crane arrangement for installing Column Type Vessel access telescopic gangway by their own arrangement and also for tools and tackles. The tools & tackles, required for doing the work, shall be provided by the contractor i.e. sufficient spanner-sets, torque-wrenches, Allen-keys, tester, screw driver set, safety belts etc.
- 1.22.** The contractor shall comply the safety standards for welding works and shall arrange welding set if required at their own cost and obtain necessary fire permission from the Port Fire Officer and Safety Officer.
- 1.23.** The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference to the activities and work going on in the area adjoining thereof. Any damages shall be repaired by him at his own cost.

If he does not repair the damages in reasonable time period, the same will be repaired by DPA at the sole risk and cost of contractor and amount will be recovered from the bill due.

- 1.24.** The contractor shall also visit and inspect site and acquaint himself with all local condition and working condition at and around the site. No dispute/claims whatsoever shall be entertained for the work of any nature arising out of local conditions
- 1.25.** All the rules and regulations in force for entry inside the port premises shall be observed and following by the contractor and by his employee staff etc. All the applicable labour laws shall be followed by the contractor.
- 1.26.** The complete responsibility for safe working of the staffs will be borne by the Contractor. DPA will not be responsible for any loss, damage or accident to any of the staff. The Contractor have to provide insurance coverage of engaged manpower.
- 1.27.** The staffs should have a sober behavior and obedient. Any staff coming in intoxicated condition will not be accepted by the administration, and, if not replaced shall be marked as absent, and, accordingly, penalty shall be levied.
- 1.28.** Contractor must issue an identity card to their staff before commencement of work. And also apply for the entry-pass of the staffs in the ports. All the rules and regulations in force for entry inside the port premises shall be observed and following by the contractor and by his employee staff etc.
- 1.29.** The DSITC scheme at Oil Jetty Nos. 07 and 08 to be completed in Nine months from the date of award. Operation & maintenance for the period of 60 months of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA after date of successful commissioning at each jetty.
- 1.30.** The Contractor shall examine carefully the condition of contract, scope, site etc. He shall also visit and inspect site of work and acquaint himself with all local condition inside the port, working condition at and around the site. No dispute/claims whatsoever shall be entertained for the work of any nature arising out of local conditions.
- 1.31.** Further, the drawings/ data included in Tender are just for Reference and understanding of Bidder. The successful bidder shall workout detail drawings during detail engineering stage meeting the functional requirements as per OCIMF guidelines & other relevant standards, well within the sanctioned estimate, and submit the drawings for approval of the employer or its representative.
- 1.32.** All fooding, lodging & transportation cost should be solely bear by the contractor. The contractor shall also arrange for transportation of staffs & materials if required from work site to repair site and vice-versa.

- 1.33.** The contractor shall ensure that the wages paid by him to the personnel deployed by him are not less than the prevailing Minimum Rates of Wages per person per day in respect of Area-C as notified by the Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi, from time to time in respect of the Skilled Category and Highly Skilled Category.
- 1.34.** At any point of time during the currency of the contract if it is found that, the wages are not being paid in accordance with the prevailing statutory rates of minimum wages notified from time to time by the Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi, the contract shall be terminated forthwith and the performance security shall be forfeited.
- 1.35.** The contractor shall not engage/employ persons below the age of 18 years. The details of the engaged staffs shall be submitted to E-I-C. The contractor has to provide the required PPE kits to his engaged staffs viz. helmet, safety shoes, gloves, masks, ear-buds etc.
- 1.36.** No Lien/Claim: The personnel provided by the contractor shall have no lien of claim in any manner on DPA, after their services are no more required by the DPA or during their deployment. The personnel of contractor will not take part in any activity of DPA employee's union/Association as well as visitors.
- 1.37.** Any other conditions/ obligations must be followed strictly as and when instructed.
- 1.38.** The following are the particulars of tidal levels related to the chart datum at the Kandla Tidal station:

Highest High water level:	(+) 7.59 m
Mean High water spring:	(+) 6.66 m
Mean High water Neap:	(+) 5.71 m
Mean Sea level:	(+) 3.88 m
Mean Low Water Neap:	(+) 1.80 m
Mean Low water spring:	(+) 0.80 m
Lowest Low water level:	(-) 0.40 m

### **1.39. Meteorology**

The climate at Kandla is governed by the monsoons. In the months June-September, the south-west monsoon occurs. The later period is often indicated as the post-monsoon period.

- **Winds**

Non cyclonic maximum winds (30-40 kmph) occur during May-August. Wind

speeds are relatively less during North East Monsoon. However, wind speeds up to 180 KMPH have been observed during cyclonic storms.

- **Rainfall**

Rainfall at Kandla is low. Annual average rainfall is about 322 mm per annum with the total number of rainy days of 17 per year, about 90% of which is received during the south -west monsoon season, i.e., between June and September with a maximum of 153 mm in July. April and May are dry months with average rainfall below 0.6 mm per month.

- **Temperature**

The mean daily maximum temperature is 34°C and with 45°C the highest occurring in May. Mean daily minimum temperature is 20°C and with 12°C the lowest occurring in January.

- **Visibility**

Throughout the year visibility is good as the region has zero fog days. However, during rains and squalls, the visibility deteriorates.

- **Relative Humidity**

Relative humidity is generally high and rises to about 80% during the monsoons in the month of August.

- **Oceanography**

- **Tides**

The tides at Deendayal Port are semi-diurnal with tidal levels, relative to the Chart Datum (CD), as follows:

- ✓ Mean High Water Spring (MHWS) +6.6m
- ✓ Mean High Water Neap (MHWN) +5.7m
- ✓ Mean Sea Level (MSL) +3.8m
- ✓ Mean Low Water Neap (MLWN) +1.8m

- **Cyclone**

In general, the west coast of India is less prone to cyclonic storms compared to the east coast. It is observed from the cyclonic tracks in the Arabian Sea that only 6 storms endangering the Kandla coast have occurred till date with maximum speed recorded was 100 kmph. However, in 1998 a severe cyclone

hit the Deendayal Port with a wind speed of 150 kmph resulting in high tidal waves of 10.5m causing extensive damage to port installations.

- **Geotechnical Data**

Based on the geotechnical information, the Deendayal Port area substrata comprises of silty clay up to 10m depth below seabed followed by hard silty clay up to 26 m and beyond which is dense sand. Any heavy engineering structure would require piled foundations. Factor of Safety for Vertical and Uplift Capacity is considered as 2.5 and 3.0 respectively. Static / Dynamic Pile Load Test shall check adequacy of Pile Capacity at 2.5 times the design load. Pile efficiency in group shall be taken as 80% of Design capacity of Pile.

- **Topography**

Topography at the proposed location berth OJ-8 is +9.14m RL.

- **Seismic Loads**

Kandla is located at Seismic **Zone -V**, as defined in IS:1893-2002.

- **Road Connectivity**

Kandla Port is connected with National Highways NH 8A connecting Ahmedabad and Mundra/ Mandvi through Gandhidham. The four lane NH 8A extends right up to the port's main gate. The port is also connected through NH 141. The port also has fully developed road network, both in and around the Port area to facilitate faster movement of cargo. The road network within the port area is as below:

- Inside Cargo jetty area: 30 km
- Outside Cargo Jetty area: 31 km

- **Rail Connectivity**

Broad gauge (BG) tracks directly connect the Port at Kandla with the principal cities of Mumbai, Ahmadabad, Surat, Baroda, etc., and also Delhi, Punjab and Haryana through the route Ahmadabad – Ratlam – Kota – Mathura to Delhi. The second route is via Palanpur – Ajmer to Delhi. The nearest railway station is Gandhidham railway station is 15 km.

## 2. EMPLOYER'S REQUIREMENT AND DESIGN BASIS:



## **2.1 Technical Scope and Specification in General:**

### **2.1.1 Introduction**

This indicative specification document covers design, engineering, procurement of materials and bought out components, manufacture, fabrication, assembly at shop, inspection, testing and painting at manufacturer's works, packing and supply, supervision of erection, installation, pre-commissioning, commissioning and performance/operational testing at each site individually. Complete system must be operated in smooth and trouble-free manner. This specification forms a part of the tender document and shall be read in conjunction with the same.

The scope covers all mechanical, civil support/ foundation, electrical and fabricated equipment, Procurement of raw material & bought out components, Manufacturing and Assembly at works; all utilities as required for completeness and successful operation of the plant.

The tender shall be complete in all respect and any equipment or accessory not covered in the specification but deemed essential for proper design, operation and maintenance of the individual equipment and plant as a whole, shall be included in the offer.

The tenderer shall study the indicative specification and satisfy him-self thoroughly regarding the workability of the system and equipment, and shall take full responsibility for the guaranteed operation of the equipment/system as regards output, performance and smooth reliable working.

If the tenderer feels that any information and/or design data for the equipment described hereafter are in his opinion unsuitable or can be replaced, he shall indicate the same during Pre-bid meeting stage, if any, on the basis of the design he considers suitable and capable of meeting the required operating and duty requirements in accordance with this specification.

The tenderer shall visit the site to make an assessment of the availability of infrastructure at both separate site and for any other data/information deemed necessary for submission of offer.

All units mentioned in this specification are in metric system.

### **2.1.2 Standards**

The components of all equipment shall be designed, assembled and tested in accordance with the standards of the Standard Institution, Institution of Electrical Engineers and Manufacturer's Association of the country where they are manufactured. The equipment and component parts shall conform to the relevant

standards published by the Bureau of Indian Standards Institution wherever available so that specific aspects under Indian conditions are taken care of. Where suitable Indian Standards are not available, other International Standards such as BS, ASTM, ANSI, ASME, AISI, and DIN may be adopted with prior approval of the EMPLOYER.

The above scope of work is only indicative, but not limited. However, the Contractor has to ensure completeness of the Column type Telescopic gangway Project at each oil jetty in all aspects to the satisfaction of the Statutory requirements viz., and Employer by following all the latest Amendments, Specifications, Codes and Standards.

It should be noted by the bidders that the information, size, specifications, & dimensions mentioned in this document are indicative only. As in Turnkey Contracts, the successful bidder shall workout detail drawings during detail engineering stage meeting the functional requirements & relevant IS standards, well within the sanctioned estimate, and submit the fresh drawings for approval to employer as per OCIMF norms.

The electrical equipment shall also conform to the latest Indian Electricity Rules as regards safety, earthing and other essential provisions specified therein for installation and operation of electrical equipment and plant. All work shall conform to relevant design basis indicated in this document.

### **2.1.3 Other Requirements**

#### **2.1.3.1 Acceptability and interchangeability**

Standardization in design and construction of equipment and system intended for identical duties shall be preferred. All like parts of similar equipment are to be interchangeable.

It is recommended that all working parts, as far as possible are to be arranged for convenience of operation, inspection, lubrication and ease of replacement with minimum downtime.

#### **2.1.3.2 Quality and workmanship**

Workmanship and materials shall be of good commercial quality suitable for the purpose intended and in accordance with the highest standards and practices for equipment of the class covered by the specification. The equipment shall be shop

assembled for checking accuracy of parts except where assembling is required to be done only at site.

#### 2.1.3.3 Painting

All items of equipment and materials will be thoroughly cleaned and painted as per the separate painting specification given in this tender document and as per employer approved painting scheme.

#### 2.1.3.4 Name Plate

Each equipment(s) shall be provided with a name plate installed at a convenient location indicating equipment number, capacity, other operating parameters etc.

#### 2.1.3.5 Equipment Numbering System

The tenderer shall indicate equipment/component numbers of all items being considered in the offer. Equipment numbering system will be finalized in consultation with the employer.

#### 2.1.3.6 Safety

All design must comply with latest national/ international standards/practices pertaining to safety, health and environment. All equipment shall be complete with approved safety devices wherever a potential hazard to plant and personnel exists. Safe access for personnel in the plant shall be provided. These items shall include not only those usually furnished with the machinery but also cover guards, cross-overs, stairways, ladders, platforms, handrails etc. which are necessary for safe operation of the plant. Proper fire protection and firefighting arrangement wherever necessary shall be provided. Special care shall be taken to protect enclosed electrical equipment from entry of rats, lizards and other creeping reptiles which may cause electrical short circuit inside live equipment.

#### 2.1.3.7 Language of drawings and documents

All correspondence, data drawings, documents etc. shall be in English language and all technical data shall be in metric system.

#### 2.1.3.8 Pollution control

The required pollution control measures for the plant to be provided by the tenderer shall be elaborated in the offer.

#### 2.1.3.9 Design Life

The design life of Gangway and its assembly is 25 years. The system shall be design for 24 hours per day and 365 days per year. The system offered shall be designed and constructed for continuous duty at rated capacities and under climatic and ambient conditions.

#### **2.1.4 Electricity & Water Sources**

During DSITC period (EPC stage) till commissioning of complete Gangway system the electricity and water required for the work has to be arranged by the contractor. If made available by DPA, shall be charged as per applicable tariff. A single point power supply source from near substation shall be provided to the contractor at his own risk & cost to MCC panel for Gangway system, the power cable for Gangway system shall be distributed from MCC Panel. Contractor has to arrange the route for cabling for the operation of complete Gangway system. During Operation and Maintenance period electricity power will be provided by Deendayal Port Authority free of cost. However, all the arrangement for tapping the source of electricity at convenient point & install metering system shall be made by the contractor at his own risk & cost. Water required for the work has to be arranged by the contractor. If made available by DPA, shall be charged as per applicable tariff.

#### **2.1.5 General Scope of Work**

The equipment selection and design has been planned keeping in view the maximum utilization of the indigenously available components and materials required, thereby restricting the dependence of spare parts or maintenance service from outside India to the minimum.

For instance, even if the equipment is procured from abroad, it would be kept in view while making the basic design and specifications:

- Generally, all consumables are available in India,
- Servicing of all components could be easily carried out from India,
- Design and entire supply will conform to the local regulatory authorities' requirements, such as electricity authorities, dock safety, etc.

Most of the equipment used in this facility can be manufactured in India.

All design will conform to the relevant Indian Standards and Codes of Practice. In case any information is not available in the Indian Codes, equivalent codes issued elsewhere will be suitably adopted subject to approval.

Equipment shall be designed with careful consideration of the accessibility of all drives and other machinery for inspection and maintenance.

Machine components such as motors, reducers, bearings, etc., shall be standardized. All equipment shall be suitable for heavy duty and continuous operation.

Provision of space for future requirement shall be kept wherever applicable.

#### **2.1.5.1 Design and engineering**

- a) Engineering services including (but not limited to) design and engineering of complete plant and equipment, non-standard equipment, and civil foundation/support work, pipe supports, earth cushions, concrete masonry supports (if any), in the project site etc., electrics, instrumentation, automation, and power system for the entire plant. Drawings and documents shall be submitted for employer's review/approval include layout, GA, assembly, P&I diagram, SLDs, block diagrams, flow diagrams, control philosophy, functional description, test certificates, engineering and installation drawings etc. Drawings shall be submitted in PDF and AutoCAD format.
- b) The tenderer shall execute the work at each site as per employer's approved drawings only. Photocopies shall not be used at Site. The drawing for all the works shall be developed by the contractor and submitted to employer for approval in four copies, which will be scrutinized and corrected. After incorporating corrections indicated in corrected drawings 6 prints shall be submitted by tenderer for issuing as approved drawings which only shall be used at site for carrying construction.
- c) The scrutiny/approval of drawings by employer does not absolve the tenderer in any manner from owning complete responsibility towards performance, safety and security of all the systems designed and constructed by them. Safety, security and adequacy of all civil support structures from design, construction and erection point of view lies entirely with the contractor even after approval of drawings by purchaser.
- d) Preparation and submission of all operating and maintenance manuals as well as 'As-built' drawings are included in the engineering services.
- e) All erection drawings/instructions/manuals shall be submitted by contractor.
- f) List of spares and manufacturing drawings of fastwearing parts/items.

- g) Preparation of Project Completion Report which will include specification of plant and equipment as installed with quantity and weight, compliance of guarantee parameters, inspection certificates, reports of all critical measurement/ survey carried out during erection and commissioning, status of compliance of design and guarantee parameters.
- h) Furnishing detailed schedule of submission of drawings and documents.
- i) Submission of quality assurance plan.
- j) Submission of weekly exception report in addition to submission of monthly progress reports with corrective measures for timely completion of the package.
- k) Submission of construction management manual along with organization set up and responsibility of various agencies.
- l) Compliance of statutory and safety requirements as required.

#### **2.1.5.2 Supply of plant and equipment**

- a) Supply and storage at each site of all equipment, structure's, non-standard equipment, plant electrics, instrumentation, automation, power system etc. and any other equipment which according to tenderer are necessary for completeness of the plant and for meeting the guarantee parameters.
- b) All items shall be complete with auxiliary, accessories, liners, safety items etc.
- c) Commissioning spares, special tools, tackles, foundation bolts, embedment, inserts, anchorage, oils, fuel, grease and lubricants.
- d) Tenderer shall have to ensure completeness of each unit separately and the complete system at both Oil jetties (07 & 08) collectively. If any item/unit is excluded from tenderer's scope but are needed for the completeness of the unit or the plant the same shall be specifically mentioned in exclusion list without which it will be construed as part of tenderer's scope.

#### **2.1.5.3 Erection, testing and commissioning**

- a) Tenderer is required to quote for erection, testing and commissioning of the complete plant, Shipping with adequate packing, transportation, loading, unloading, and storage at each site are in the scope of tenderer. The erection, testing, commissioning and demonstration of performance guarantee test at each site shall be responsibility of Tenderer and carried out under expert supervision. Tenderer to submit the commissioning & load trial procedure of entire plant for employer's approval.

- b) Painting of all plant and equipment and structures at each site are in the scope of tenderer. All equipment shall be shop painted and touch-up painting shall be done after erection. Similarly, all structures shall be erected after final painting and touch-up painting shall be done after erection.
- c) All Civil foundation/support work, structural work as required.

#### **2.1.5.4 Manpower and training**

Tenderer shall indicate and deploy the operational and maintenance manpower required for the plant. Successful tenderer shall have to arrange for in plant training during commissioning of the plant. Tenderer shall also consider Operation & Maintenance training for Employer team or Employer designated team for one week after successful commissioning.

#### **2.1.5.5 Performance guarantee**

Demonstration of performance guarantee test shall be as per requirement mentioned in this Tender.

#### **2.1.5.6 Relocation of affected Utilities, Roads (-Not Applicable-)**

All utilities and Infrastructures (Road etc.) affected due to construction shall be temporarily relocated in an effective manner so that no hindrance caused to the present operation. After construction work in that particular portion, the temporary relocated utilities shall be placed in original corridor/ location.

#### **2.1.6 Priority of Requirements**

In case of any variation and discrepancy in condition between the Job Specific Requirement, this specification and codes, order of priority shall be as under :-

- a) Special conditions
- b) This indicative specification
- c) Statutory Guidelines & Codes

#### **2.1.7 Implementation/Delivery Schedule**

The DSITC scheme of the complete Gangway system to be completed in Nine months (at each site/ jetty) from the date of award. Operation & maintenance for the period of 60 months of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA after date of successful commissioning at

each jetty from work-order issue date. Tenderer shall indicate in a bar chart the implementation schedule starting from placement of order date specifically indicating the time for the following activities. However, tenderer is required to adhere to the dates mentioned against certain critical activities. The schedule shall be updated by the successful tenderer from time to time during implementation.

- a) Basic engineering
- b) Detailed engineering for proprietary and indigenous items
- c) Design / drawing approval
- d) Order Placement, Manufacture and supply
- e) Inspection by employer/ his representative/ TPIA
- f) Mobilization to site
- g) Structural fabrication work
- h) Structural erection work
- i) Erection of plant and Equipment
- j) Commissioning & preliminary acceptance (PAC)
- k) Final acceptance (FAC)
- l) As-built drawings, final documentation etc.
- m) Completion report
- n) Demonstration of performance guarantee to be performed within three (03) months from date of commissioning of the plant along with associated facilities mentioned in this specification.

#### **2.1.8 Progress Report**

The successful tenderer shall submit the Monthly Progress Report which shall primarily consist of:

- a) Project Time Schedule
- b) Status of Engineering
  - Basic
  - Detail
- c) Procurement Status



- Order Plan
  - Actual Ordering
- d) Inspection and Manufacturing Status
- e) Shipping Plan
- f) Erection Status

The successful tenderer shall also submit the relevant daily/weekly progress reports for site activities. Please refer separate section for more details.

The successful tenderer shall follow Employer reporting format as provided and / or submit the reporting formats for employer approval. Contractor shall submit the native file (editable soft copy) of reports to Employer.

## **2.2 Broad Technical Parameters for The Turnkey Work:**

- 2.2.1 The Contractor shall be responsible for and governed by all the requirements of specification and scope of work.
- 2.2.2 All designs, drawings, specifications and other technical data shall be based on the metric system of measurements.
- 2.2.3 The specifications outline the conditions & functional requirements for design, supply, installation, testing & commissioning the system at each site in line with Technical specifications outline here.
- 2.2.4 The work includes the supply of all-labour, NEW material, NEW equipment, tools, supervision & transportation etc. at each site to complete the Work in all respect.
- 2.2.5 Notwithstanding, the details furnished in this document, it shall be the responsibility of the Contractor to complete the Work in all respect, commission the system to the complete satisfaction of the Employer and hand over the system in satisfactory working condition to the Employer.
- 2.2.6 The Contractor shall provide all necessary maintenance tools etc. as per rules / Acts.
- 2.2.7 All materials to be used in the Work shall be of best quality, brand new in accordance with the requirement of highly saline effect & shall comply with appropriate Indian specifications and bear ISI mark. List of the materials to be used shall be submitted along with the brand, make of company, rating etc. in the Tender.

- 2.2.8 The Work shall be carried out in strict accordance with specification, latest IS and best industry practices.
- 2.2.9 The Contractor shall conduct all pre-commissioning tests and supply of necessary commissioning spares to make systems operational and functional in all respect and to the satisfaction of the Employer.
- 2.2.10 The Contractor's Engineer / Supervisor responsible for execution of Works shall have necessary qualifications & license as per rules.
- 2.2.11 The Contractor shall be responsible for the electrical works associated with Telescopic Gangway Installations; namely motor, switch boards, power cabling, control wiring earthing.
- 2.2.12 DPA shall provide all necessary electric power supply to the contractor during execution of contract on free of cost during O&M period only.

### **2.3 Standards and Regulations: -**

- 2.3.1** The design, supply, installation, commissioning and testing of the system at each site shall conform to applicable codes, rules, regulations and standards published by the following bodies. Gangway shall be certified by any independent international classification agency for OCIMF norms, if any, compliance.
- 2.3.2 Care shall be taken so that materials and equipment will be standard catalog products of the Contractor regularly engaged in the manufacture of such products and shall be of the latest standard design conforming to specification requirements. Design shall also be based on similar types of electrical equipment supplied from one manufacturer, utilizing interchangeable parts wherever practicable.
- 2.3.3 All electrical works shall be carried out complying with the Indian Electricity Rules, 1956 as amended to date.

### **2.4 Design Analysis: -**

Design shall be based on the requirements specified in this Specification and the codes & standard referred therein, Process data Sheets, P&IDs and all other attachments included in requisition.

### **2.5 As Built Drawings: -**

On completion of the work and before handing over the system to D.P.A, Contractor has to supply six sets of completion (As-built) drawings, assembled drawings of various components, technical literature, maintenance manuals, spare parts

catalogue etc., along with soft copy of the same. PLC software of operation, Auto-cad drawings (with licensed version) in form of DVD with two new latest version Laptops.

## **2.6 Training:**

2.6.1 It shall be the Contractor's responsibility to impart necessary training to DPA Officials of the Telescopic Gangway as per requirement.

2.6.2 Practical demonstration of all equipments of the Telescopic Gangway etc. shall be imparted by the Contractor at DPA site.

## **2.7 Statutory Approvals & Certifications**

The contractor has to arrange for Facility design & drawing Approval, Inspection & Certification from DPA or its representative. The Column type Telescopic gangway system at each site must be certified by independent international classification agency such as IRS, BV, DNV or any Classification Society who is a member of International Association of Classification Society, for compliance of relevant specifications, standards, tests & certifications mentioned in the document for use in the Oil Jetty -7 & 8 respectively. Also the Gangway shall be certified by any independent international classification agency for OCIMF norms, if any, compliance. The certification shall be submitted to DPA before acceptance of the system.

- Any other statutory clearance/ certification, if any, shall be in scope of the contractor.
- Fees towards all such statutory clearance/ certification shall be borne by the contractor and same shall be reimbursed by DPA after submission of the request & original receipt of such fees in name of "Deendayal Port, Kandla" for the facility only.

## **3 INDICATIVE TECHNICAL SPECIFICATION & DESIGN CRITERIA FOR EACH TELESCOPIC GANGWAY**

### **3.1 Design Criteria**

#### **3.1.1 General**

- The equipment shall be designed, manufactured, tested and supplied in accordance with the requirements specified in this Specification and the codes & standard referred therein, Process data Sheets, P&IDs and all other attachments included in requisition.
- The Contractor shall perform a stress analysis for all critical positions of the gangway in the stored, maintenance, maneuvering and deployed positions, as applicable, and has to submit the report to DPA for review.
- Stress analysis shall be performed for elements of the platform structure supporting the gangway system.
- The gangway tower shall be designed considering a deflection of at least

100mm at the deck level of the supporting breasting dolphin in any direction due to impact from the berthing vessel (ship).

- The gangway system shall be designed and installed to withstand the forces from dead loads, live loads, wind loads, seismic loads, thermal loads, vibration loads, impact loads and the appropriate combinations of these loads.
- The gangway shall be designed for a Piping / equipment load on support area + 5 kN/m<sup>2</sup> additional loads and consideration of resonance by the movements of users.
- The gangway shall be designed to prevent damage to the surrounding structures and vessels during use. In addition, the design shall ensure that damage to the structures and vessels and risk to people is minimized in the event that the ship exceeds the design range of movements.
- The gangway will be designed with shear bolts (or other vendor technologies to be approved by the DPA or its representative to allow the gangway to hinge clear the ship in case of an emergency, when the ship may drift away from its moored position without the gangway being lifted clear. This design will allow for safe vessel float away without damage to vessel and only shearing of the machined replaceable bolts on the gangway.

### 3.1.2 Ship Particulars

The facility shall be planned to design and handle the following vessels given below.

Description	Vessel size in DWT		
Dead Weight Tonnage (DWT)	70,000	50,000	15,000
Displacement Tonnage (MT)	90,000	63,000	22,000
Length Overall (LOA) (m)	225.0	210	160.0
Breadth moulded (B) (m)	38.0	32.0	22.0
Moulded Depth (D) (m)	19.5	17.6	13.0
Draught (Laden) (m)	13.5	12.6	9.0
Freeboard (laden) (m)	6.0	5.0	4.0

### 3.1.3 Jetty Data

Refer Jetty design layout drawing is attached with this document.

### 3.1.4 Area Classification

All electrical and instrumentation items shall be suitable for Zone-1

Hazardous area classification defined elsewhere.

### 3.2 **Codes And Standards**

This specification is based on the following Standards, and the standards referred therein, which shall be deemed to be part of this specification:

OCIMF	:	Oil Companies International Marine forum
ASTM	:	American Society for Testing and Materials
IEC	:	International Electro-Technical Commission
IS 1893	:	Criteria for Earthquake resistant design of structure
NEMA	:	National Electrical Manufacturer's Association
OSHA	:	Occupational Safety & Health Administration
EN 292	:	Safety of machinery. Basic concepts, general principles for design.
EN 414	:	Rules for the drafting and presentation of safety standards
EN 982	:	Safety requirements for liquid power systems and their components
EN 10002-1	:	Metallic materials. Tensile testing. Part 1: Method of test at ambient temperature
EN 10025	:	Hot rolled products of non-alloy steels.
EN 10204	:	Metallic products. Types of inspection documents
EN 29001/ISO 9001: Quality Management System		
EN 50014	:	Electrical apparatus for potentially explosive atmospheres General requirements
EN 50018	:	Electrical apparatus for potentially explosive
ISO 898	:	Mechanical properties of fasteners made of carbon steel and alloy steel
ISO 8501-1	:	Preparation of steel substrates before application of paints and related products. Visual assessment of surface cleanliness
BS 6349	:	Marine Structures

DIN EN 267 :	Fasteners. Technical specifications and delivery conditions
DIN EN 549 :	Rubber materials for seals and diaphragms for oil and gas equipment
DIN EN 1494:	Mobile or movable jacks and associated lifting equipment
DIN EN 2391:	Seamless precision steel tubes
AWS D1.1/D1.1 M:	Structural welding code – Steel

#### **4 Indicative Specification for each Column Type Telescopic Gangway**

##### **4.1 Scope**

This specification covers the tentative & indicative information for design, fabrication and supply of gangway system for the Oil Jetty No. 07 & 8. The Contractor is responsible for the Design, supply, fabrication and transportation to each site of all materials and components required for the complete erection of the access gangway

##### **4.2 Design Life**

The design life of the Gangway and its assembly shall be minimum 25 years.

##### **4.3 Operational Requirements**

- The total area covered by the Column and the Gangway system shall be designed to the minimum as possible, considering the jetty width of 12m and safe distance from the vessel.
- The maximum operating angle of walkway will be less than 35 degrees, either below or above the gangway horizon.
- The gangway steps shall be self-levelling/ aligning type with anti-slip treads.
- The gangway shall be designed to be stored behind the deflected fender face or above the highest ship deck level.
- Extreme wind loads to be computed considering provisions of IS 875-1987 for this region/site.
- The gangway arrangement shall have an audio/visual warning signal which shall activate when the gangway is reaching its operating limits for luffing, slewing and telescoping, etc.
- The gangway shall have an audio / visual indication when the lift is operating.
- The interface between gangway and ship shall be detailed by risk analysis to ensure that sparks and static electricity are not generated and passed between the gangway and ship. This risk analyzes shall be reviewed for approval by the Contractor.
- The gangway shall be designed to accommodate all design ship motions.

- The gangway shall be designed for free float to accommodate vessel pitching and rolling.
- A rest support shall be provided to stow the gangway when not in use. A mean shall be provided to lock/secure the gangway when stowed to avoid movement or damage during high wind, wave or earthquake conditions.
- Storage position of the gangway tower, when it is not in use, has to be finalized to suit the jetty layout.

#### **4.4 Connection and links**

- All connections shall develop a minimum of 100 percent of the member capacity or 1.25 times the applied load whichever is greater.
- Structure shall be designed so as not to collect or hold water.
- Structure shall be fully sealed as to prevent any water penetration into any elements.
- Box sections, tubular and other closed members shall be thoroughly sealed.
- All welds shall be continuous and provide fully sealed joints.
- All junctions between fixed and or moving components shall have smooth transitions and no gaps or tripping hazards.
- The contractor has to submit a report in this regard as mentioned above.

#### **4.5 Responsibilities**

The Contractor shall be responsible for ensuring correct and safe configuration, functionality and operability of the supplied and installed access gangway. The Contractor shall ensure that no omissions from, or compliance with the specifications, data and documentation supplied by others shall prejudice this responsibility.

The scope of Contractor includes but not limited to the following.

- a) Design and Engineering.
- b) Procurement of raw material & bought out components.
- c) Manufacturing and Assembly at works.
- d) Coordination and control of all sub-suppliers
- e) Participation at any clarification meeting when required.
- f) Inspection, examination, and shop testing of equipment.
- g) Surface preparation, protective coating and painting shall be done as per Manufacturer's Standard suitable for site condition including supply of paint.
- h) Touch-up/ repair painting at site including supply of paint.
- i) Packing and Supply.
- j) Unloading at site, local handling, transportation from store to work site, storage at work site, assembly at site.
- k) Erection, Installation, hook-up, testing, commissioning and performance Guarantee Test of all systems at job site.
- l) Foundation bolts, grouting, nuts and other related installation materials as per the jetty design provided shall be in scope of the contractor. Gangway base,

supports & anchor bolts shall be designed with respect to the jetty foundation drawing enclosed with this document. Necessary Foundation grouting on the jetty for the gangway system shall be in scope of the contractor.

- m) Supervision of complete erection, installation, functional testing, commissioning at site.
- n) Supply all information needed for designing the electrical interface, instrumentation interface and jetty interface.
- o) On-site training at project site to DPA personnel or representatives.
- p) Operation & Maintenance of the Gangway system for a period of five years.
- q) Any statutory approvals as required / applicable, shall be in scope of the Contractor. DPA shall only provide assistance for the same. Fees towards all such statutory clearance/ certification shall be borne by the Contractor and same shall be reimbursed by DPA after submission of the request & original receipt of such fees in name of “Deendayal Port, Kandla” for the facility only.
- r) Lifting equipments are presently accessible to the jetty during the construction stage. After commencement of commercial operations, the permission for the same shall be provided based on the operational safety & convenience

#### 4.6 Design features

The principal features of each column type gangway are given in below Table:

**Indicative Features of Telescopic Gangway**

S I . N O .	Item description	Value
1	Jetty Top Level	+9.14 m RL
2	Distance between berthing face to Gangway	5 to 7 m based on site conditions.
3	Highest elevation of ship deck	18.0m
4	Lowest elevation of ship deck	2.0m
5	Vessel Range	15,000 to 75,000 DWT
6	Material of construction	Structural Steel & plate shall be IS 2062 Grade E250 or equivalent or higher



## 4.7 **Submittals**

### 4.7.1 Documents along with the Bid stage

The Contractor shall submit following documents during tender bidding stage:

- General arrangements of each gangway unit.
- Detailed information on the configuration and dimension of gangway attachment hardware.
- Performance details including displacement and range variation.
- Details of connections to platform with dead/reaction loads clearly indicated.
- Gangway maintenance requirements.
- Electrical/instrumentation requirements.
- Gangway installation procedure.
- Spare list suggested by Contractor for three years of normal operation.
- Connectivity requirements for these equipmen.

### 4.7.2 Documents after signature of contract

The Contractor shall submit following documents after Award:

- Certified drawings showing general arrangement of gangway unit, connection details, block diagrams, arrangement and attachment details.
- Design report. Shop drawings.
- Warranty letter for referred gangway equipment (quality material and capability to perform its purpose)
- Operating, Maintenance and Repair Manual giving instructions for performing field repairs.
- Inspection and Test Plan. Factory Acceptance Test plan. Site Acceptance Plan.
- Quality Assurance plan for gangway. Element List of repair kits.
- As built drawings.
- Any other reports, information etc. required.

## 4.8 **Technical Performance**

### 4.8.1 Gangway Performance

- Gangway unit shall provide a safe and operational access to vessel sizes defined above. Gangway will be as flexible as possible along the berthing line in order to avoid any interference with loading devices systems located in the Oil Jetty.
- Considering the applicable vessel ranges, the gangway design specifications shall contemplate as horizontal distances and vertical levels of operation.
- The maximum angle of access stairway including telescopic ladder shall not exceed 40 degrees for the range of vessels and possible deck elevations indicated in the specifications.
- The slewing assembly and associated components shall be designed for all the imposed loads including, but not limited to, vertical loads, horizontal loads, overturning moments, and continuously alternating and fluctuating loads.

- Gangway elevation and telescoping shall be accomplished with a set of hydraulic cylinders powered by a central hydraulic power system.
- The access gangway shall accommodate the following ship motions from the nominal position of the landing point of the access gangway on ship's deck

Maximum Surge Drift (along berth line) :  $\pm 3.0$  m (i.e. backward & forward directions)

Maximum Sway Drift (transverse to berth line) : 4.0 m

Maximum dynamic heave : 0.5 m

Maximum roll, pitch & yaw :  $\pm 20$

For gangway design, the above figures shall be considered with a safety margin of 0.7 m / 10.

#### 4.8.2 Corrosion Allowance

A corrosion allowance of 6mm shall be applied to all exposed steel surfaces.

### 4.9 Indicative parts & characteristics of each Gangway

#### 4.9.1 Gangway material

Materials to be used for construction of the gangway must be suitable to withstand extreme weather condition expected at the Oil jetty.

The ship access gangway will be made of structural steel and other special metals and have the following characteristics:

- Structural Steel for column type gangway and platform shall conform to IS 2062 Grade E250 or equivalent international standard materials.
- Pins and shafts for rotating components shall conform to forged material corresponding to ASTM standards.
- Aluminum for stairs and moving platforms shall be marine grade aluminum.

All gangway weld joints will be at an angle and welded around the piece's perimeter, having a resistance equivalent to or above the welded rolled section.

A real function test will be conducted, comprising of at least the following:

- Checking pump's pressure limitation valve loading.
- Checking pressure limitation valves loading in rotation circuit.
- Checking pressure limitation valves loading in lifting circuit.
- Rotation, lifting and telescopic movements. Regulating these movements through restrictors.
- Checking of Free-Wheel system.
- Gangway movements with manual emergency pump.
- Checking the position of steps on mobile stairways.

- Visual inspection and verification of surface and paintwork finishing.
- Checking start-up and control electrical system.
- Measuring electrical parameters (voltage and current).
- Checking information plaques.

#### **4.9.2 Gangway Hydraulic operation**

Gangway's three movements lifting, rotation and extension will be powered by a hydraulic system comprised of the following elements:

- Hydraulic Power Pack Unit Lifting cylinder
- Rotation cylinders' Telescopic mechanism

#### **4.9.3 Hydraulic Power Pack Unit**

The primary power shall be supplied by a heavy duty, electric motor for driving the hydraulic pumps.

Separate hydraulic pumps modular construction shall be provided for main hoist drives, boom hoist drive and swing drive. Suitably sized hydraulic reservoir, filters, relief valves and air to oil finned tube heat exchanger shall be provided.

The power pack shall be mounted on structural skid with lifting arrangement. Hydraulic system components and piping shall be located within a drip pan. The gangway will be ready to be manually operated in the event of the main pumps failing or lack of electricity.

The gangway will have a free-wheel maneuver system, freeing the gangway so that it can continue moving once it rests on the cargo carrier's deck.

#### **4.9.4 Lifting Cylinder**

It shall be composed of a single-acting cylinder designed to lift the aluminum stairs. The rod should be chromed to ensure resistance against corrosion.

#### **4.9.5 Rotation Cylinders**

Double-acting cylinders whose movements ensure the platform connected to the mobile stairs rotates as per the requirement with safe range. The rods should be chromed to ensure resistance against corrosion.

#### **4.9.6 Telescopic Mechanism**

This mechanism is located in the lower part of the fixed stairs. It moves the inner stairs above the outer stairs.

#### **4.9.7 Information Plaques**

A SS plate will be located on the hydraulic unit's protective casing indicating

the following:

- Procedures to start-up/stop the gangway.
- How to operate the rotation safety system.
- Free-wheel maneuver.

#### 4.9.8 Rotation Safety System

In order to avoid interfering with other equipment on the jetty, the gangway shall have built-in rotation safety system comprising of limit switches.

#### 4.9.9 Electrical Equipment

The scope of supply of electrical equipment shall include the following as minimum:

- The equipment includes a direct on line starter for the hydraulic unit's pump motors as well as a siren and an external indicator that are activated whenever the gangway can rotate either when the safety system is switched on or when it is overridden.
- A safety system for all movement in order to avoid interfering with other equipment of the jetty.
- A siren and an external indicator that are activated whenever the gangway rotates either when the safety system is switched on or when it is overridden.
- Lighting for use the gangway in safety. Limit switches for all gangway movement.
- All electrical equipment (cable, cable tray, glands etc.) from the junction box.
- One junction box.
- Cable reel or other system for the travelling movement.
- All cables shall be fire retardant as per IEC 332.
- Cable glands shall be made from certified nickel plated brass; the use of aluminum is prohibited.
- All mounting / bolting hardware shall be stainless steel AISI 316 or better.
- The underside of the gangway shall be protected with an electrically non-conductive material at any locations that could potentially come in contact with the ship.
- All Gangway components shall be sufficiently electrically bonded to prevent stray electrical currents.
- The electrical equipment protection will be appropriate for it to be installed in the area classified as Zone 1, Class 1, Group IIB T3, hazardous area.

All the electrical items, shall have Ex-d enclosure with temperature class as T3.

More specifically, the protection will be as follows:

##### Electric Motors

Ingress protection

IP 65

Explosion protection Ex-d, Gas Group II B, Temp Class T3

Starter / Siren / Indicator / End Stops and Solenoid Valves

Ingress protection IP 65

Explosion protection Ex-d, Gas Group II B, Temp Class T3

#### 4.9.10 Local control panel

- The control panel shall include as a minimum the following equipment:
- Key switch to start the hydraulic unit.
- Pilot lights for signaling “ready to start” function.
- Control buttons and/or levels for all extension/retraction, vertical and slewing motions.
- The control panel shall be waterproof
- The contractor shall provide control and logic diagrams and cause/effects diagrams for review and approval by Employer or its representative.

#### 4.9.11 Surface Preparation and Painting

After the function testing, the carbon steel surfaces will be SA 2<sup>1/2</sup> blasted according to ISO 8501-1 in the workshop. After blasting and before grade SA 2.5 is reached, painting will commence using the suitable painting system marine salt laden application upon receiving the approval of DPA or its representative. Finishing paint colour shall be white.

All exposed steel parts to be painted shall be thoroughly cleaned from inside as well as outside to remove scale, rust, dirt and other foreign materials by wire brushing and sand blasting.

Aluminum surfaces shall not be painted. Only the handrails of access ladder and support structure will be painted in yellow for safety reasons.

#### 4.9.12 Quality

The tasks outlined below are included regarding the supply, assembly and installation of ship access gangway:

- Transport and on-site assembly as per design plan and specifications attached to tender document.
- All inspections and tests should be certified by a renowned quality control agency.

#### Welds

Ultrasonic test (UT) will be taken of 25% of the weld joints. The remaining welds, including aluminium weld will be inspected with penetrating liquids (100%).

#### Materials Certificates

Materials test certificates for the following (not limited to) will have to be submitted:

- Steel column
- Aluminum stairs
- Axes
- Base bearing
- Cylinders
- Telescopic chain
- Electric motor
- Control panel and electrical components
- The certificates will comply with DIN 50049 (EN 10204)
- Test certificate for tubular products.
- Test certificate for structural pieces.

#### **4.9.13 Corrosion Protection**

The exposed elements shall have an adequate protection against weather conditions and sun. Anticorrosive protection shall be in accordance with paint specification.

### **4.10 Test and Inspection**

#### **4.10.1 Inspection and Test Plan**

Contractor shall submit a proposed Inspection and Test Plan. As a minimum the following functional test will be followed.

The Column type Telescopic gangway system must be certified by independent international classification agency such as IRS, BV, DNV or any Classification Society who is a member of International Association of Classification Society, for compliance of relevant specifications, standards, tests & certifications mentioned in the document for use in the Oil Jetty -7 & 8. Also the Gangway shall be certified by any independent international classification agency for OCIMF norms, if any, compliance.

Third party Inspection Agency (TPIA) for the supply, installation, testing & commissioning and subsequently for the Operation & CAMC work shall be engaged by DPA at own cost. TPIA shall inspect and certify the materials, systems and works as per the scope and specification mentioned for the work.

The function test (not limited to) shall be carried out in accordance with the protocol drawn up by manufacturer. In any event, it will include a real function test that will comprise the following:

- Checking pump's pressure limitation valve loading
- Checking pressure limitation valves loading in rotation circuit.
- Checking pressure limitation valves loading in lifting circuit.

- Rotation, lifting and telescopic movements
- Regulating the aforementioned movements through restrictors.
- Checking of Free-Wheel system
- Gangway movements with manual emergency pump
- Checking of steps on mobile stairways
- Visual inspection and verification of surface and paintwork finishing.
- Load tests of the gangway.
- Checking start-up and control electrical system
- Measuring electrical parameters (voltage and current).
- Checking information plaques.

#### **4.10.2 Factory Acceptance Test (FAT)**

The Contractor shall witness testing to prove proper operation. All test equipment shall be provided by the Contractor.

The FAT shall contain as a minimum the following tests:

- Complete trial assembly
- Visual inspection
- Dimension inspection
- Checking cabling and earthing
- Checking tapping and labelling
- Checking of gangway envelopes
- Checking alarms on extreme gangway position
- Testing calibration of instruments and equipment calibration certificates to be supplied
- Painting application
- Hydraulic system (oil level, pressure etc.)
- Load test at 100% SWL.

#### **4.10.3 Site Acceptance Test (SAT)**

The site acceptance test to confirm correct functionality and operations as per project requirement. The bidder shall submit a test report. All test equipment shall be provided by the contractor. The SAT shall contain, as a minimum, the following tests:

- Visual inspection
- Dimension inspection
- Checking of gangway envelopes
- Checking alarms on extreme gangway position
- Checking alarms on avoid interfering with other equipment of the jetty (if installed)
- Checking cabling and earthing
- Painting application

- Hydraulic system (oil level, pressure etc.)

#### **4.10.4 Performance/ Operational/ Commissioning Test at OJ-7 & 8**

- The procedure of performance/operational/ Commissioning testing at project site shall be submitted for review/approval during detailed engineering stage and shall be mutually agreed between the DPA and the Contractor.
- A field performance/operational/ Commissioning test shall be conducted under supervision of the Contractor to demonstrate the performance of the system for commissioning.
- Necessary instruments for the performance testing shall be arranged by the Contractor, and shall be tested and calibrated before undertaking the performance test.

### **5.0 SPARE PARTS FOR EACH TELESCOPIC GANGWAY**

- 5.1 Contractor shall supply adequate quantity of startup & commissioning spares so as to ensure that commissioning of the system is not hampered for shortage of commissioning spares. In case, during commissioning, any spare is used from mandatory spares, the same shall be replenished by Contractor without any cost implication, within a mutually agreed time.
- 5.2 All spares parts shall be wrapped and packaged so that they are preserved in original as- new condition, under normal conditions of storage to be anticipated in India, and shall be properly tagged and coded so that later identification for intended equipment usage will be facilitated. "Mandatory spares" and "commissioning spares" shall be packaged separately and clearly marked.
- 5.3 Bidder shall submit list of commissioning spare parts with recommended quantities & itemized prices and supply the same for commissioning. However, the cost of commissioning spares shall be in-built in the cost of basic equipment.
- 5.4 The Vendor shall provide all required spare parts for O&M period for smooth operation of the gangway system.
- 5.5 The design of spare parts shall be identical with original parts.

### **6.0 COMPREHENSIVE ANNUAL OPERATION & MAINTENANCE CONTRACT FOR EACH GANGWAYS:**

- 6.1 Scope for comprehensive annual Operation & maintenance contract services (CO&AMC services) shall include providing round the clock operation, routine/preventive/breakdown maintenance services, attending breakdown as required and annual maintenance services including all spares, consumables, grease, lubricants, oils, fuel and labour required of Column Type Vessel access



telescopic gangways, which shall be installed at Oil Jetty-7 & 8 of DPA. CO&AMC services shall also include supply of all man power, labor, tools & tackles, measuring instruments and supply & replacement of defective/breakdown spare parts (Including Mechanical, Electrical, Instrumentation) as and when required, including consumables etc. to make & keep the system operational up to the satisfaction of client.

6.2 Operation & maintenance for the period of 60 months of 02 Nos Column Type Vessel access telescopic gangway system at Oil Jetty No. 07 and 08 of DPA after date of successful commissioning at each jetty. The same shall be extended for further period of two years on mutual consent on same terms & conditions. The Contractor shall have to supply all the spares and consumables required during the O&M period. All other relevant points such as preventive maintenance and break down maintenance, housekeeping, record keeping, report generation etc. shall be taken care by the Contractor as per OEM manual & in consultation with the EIC within 30 days of commissioning and acceptance of the system. The Contractor shall install one set of latest Desktop Computer with UPS and one laser printer for report generation at each site for O&M management purpose.

6.3 The contractor has to deploy suitable & sufficient number of experienced persons including engineers, operators, technician, helpers etc. as required, for round the clock for the O&M of the telescopic gangway at Oil Jetty No.7 and Oil Jetty No. 8.

#### 6.4 Preventive Maintenance During CAMC Period

The Contractor shall carry out preventative maintenance / checking as per their standard procedure. All the consumable for preventative maintenance (including oil & consumables) shall be included in their quoted rate.

#### 6.5 Breakdown/ On Call During CAMC Period

Breakdown /on call CAMC services shall include attending to any complaint at any time (24 x 7) during CAMC period, on receipt of verbal/written complaint from the Engineer-In- Charge.

Contractor is required to attend all the complaints within 24 hrs. from the time of receipt of the complaints. i.e. service engineer to report at site within above stipulated time of logging of breakdown call.

6.6 It is not the intent of the owner to specify each and every points, nevertheless all such services which are required for smooth, trouble free, reliable, continuous and safe operation of system as required for good engineering practice and maintenance, deemed to have been in the scope of work of the CAMC Services without any implication either in price or in schedule. However, a maintenance schedule mutually agreed upon will be prepared before commencement of the CAMC PERIOD.

6.7 Areas where periodic maintenance or inspections are required, shall be

accessible by platform, walkways, stairs or access ladders and with sufficient space for operating or maintenance personnel. These areas shall be provided with lighting.

6.8 For the periodic lubrication, gangway shall have a centralized manifold for manual or automatic lubrication (depending on the number of lubrication points).

6.9 The Contractor shall paint the system with appropriate anticorrosive paints once in a year 2<sup>nd</sup> year onwards. However, in case there is signs of corrosion on the part of the system at any point of time during the O&M period, the Contractor shall have to take immediate steps to check it by applying anticorrosive paints.

6.10 Contractor shall depute competent and skilled personnel for executing the works.

6.11 Contractor has to perform up to the satisfaction of client and is required to inform about the progress of work to the Engineer-in-Charge on day-to-day basis.

## 7.0 CONFLICT

In the event of conflict between various documents forming a part of this requisition, the following order of precedence shall prevail:

7.1.1 Scope of Work

7.1.2 Indicative specification mentioned in the document

7.1.3 Codes and Standard

Any discrepancy identified after award of work, the same shall be brought to the employer and DPA's decision shall be final and binding. No time & cost implication will be entertained for the same.

**Contractor**

**Superintending Engineer (Mech.)  
Deendayal Port Authority**

## 8.0 DRAWINGS:

Following listed drawings are attached attached as annexure with Tender

S.No.	Drawing number	Drawing Description
1	AA/1950/KPT/GAD/R1	LAYOUT OF OIL JETTY NO.7
2	Nil	LAYOUT PLAN OF OIL JETTY -8
3	Nil	LOCATION OF OIL JETTY NO. 07 & 08 AT KANDLA

### Important Note:

- a) Above drawings are just for reference and understanding of Bidder.
- b) It should be noted by the bidders that the information, size, specifications, & dimensions mentioned in this Volume, are indicative. As in Turnkey EPC Contracts, the successful bidder shall workout detail drawings during detail engineering stage meeting the functional requirements as per OCIMF guidelines & other relevant standards, well within the sanctioned estimate, and submit the drawings for approval to TPIA & employer.

**Contractor**

**Superintending Engineer (Mech.)  
Deendayal Port Authority**